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# The Solicitors' Journal

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## Current Topics.

### The Mastership of the Rolls.

WE HAVE hitherto made no reference to the arrangement which it has been generally understood has been made with regard to filling the impending vacancy in the Mastership of the Rolls; but publicity to the matter was given by the *Times* of Thursday, which, under "Political Notes," said: "It has long been known that Sir GEORGE CAVE might succeed, if he wished it, to the Mastership of the Rolls, in which, as is also well known, the official vacancy is only postponed." We have no reason to doubt that the appointment of the present Home Secretary would be an excellent one, and he would be very warmly welcomed back to the courts from Ministerial life. But the writer in the *Times* goes on to point out that Sir GEORGE CAVE is a valuable Home Secretary, and he not obscurely hints that he cannot be spared in that post. The writer's interest is rather in a possible vacancy at the Home Office than in the impending vacancy in the headship of the Court of Appeal. Our interest is naturally in the latter, and it may not be out of place to observe that, if there is to be prolonged delay, a very fitting head can be found in the Court of Appeal itself. Indeed, official claims apart, we should have thought the natural course was to bestow the office where the work has been and is being done with conspicuous success.

### The New Defence of the Realm Regulations.

THE WAR Orders which we print this week include new Defence Regulations, the Order in Council transferring the powers and duties of the Army Council in respect of recruiting from the War Office to the Ministry of National Service, and the Sugar Order, under which the supply and distribution of sugar is to be regulated after 31st December. The new Defence of the Realm Regulations give the police authorities power to require premises to be used for air raid shelter; prohibit the use of fireworks; extend the existing restriction on the transfer to aliens of interests in mines to interests in oil-fields; extend the requirement of wireless apparatus on British ships from those of 3,000 tons down to ships of 1,600 tons; place further restrictions on dealings in and the use of opium; and alter various regulations conferring powers on the Army Council so as to make them apply to the Director-

General of National Service in respect of his new recruiting functions.

#### The Transfer of Recruiting to the National Service Ministry.

THE Ministry of National Service Order, 1917, provides for the transfer of the raising of men for the forces from the War Office to the Ministry of National Service. This Ministry, it will be remembered, was constituted by the Ministry of National Service Act, 1917, passed on 28th March, which confers on the Minister the title of Director-General of National Service. The Act empowers the King, by Order in Council, to transfer to him any powers and duties of other Government departments, and also to confer on him any further powers by Defence of the Realm Regulations. The provisions of the Act are thus very general, and though there was no idea at the time of the Ministry of National Service taking over War Office duties, it has been possible to utilize it for that purpose without recourse to fresh legislation. The change, we believe, is due to the maladministration by the War Office of its recruiting powers, which was revealed by the proceedings under the Military Service (Review of Exceptions) Act. The Order came into operation on the 1st inst., and the Ministry of National Service announce as follows:—

On and from that date recruiting of men for the Army will come under the control of the Minister of National Service, and every notice calling up a man for service in the Army, or giving other directions in respect of recruiting, issued on or after that date will be issued by the authority of the Minister of National Service. It should be noted that calling up and other notices issued by the authority of the Army Council up to and including October 31, 1917, will remain in force and must be obeyed on the dates directed. Such orders and notices are in no way affected by the transfer of recruiting to the Minister of National Service.

It is also stated that military representatives will be designated National Service representatives, and will carry out their duties on behalf of and under instructions from the Minister of National Service; and, further, that in regard to cases before tribunals the powers conferred on the Army Council by the regulations for tribunals are transferred to the Minister of National Service. Where instructions in connexion with applications and appeals to tribunals, and where consents to or refusals of applications for the re-hearing of cases after men have been sent calling-up notices, have been hitherto given by the Army Council, all such matters will, as from 1st November, be dealt with by and on the authority of the Minister of National Service.

#### The Title to Petroleum.

THE DEFEAT in the House of Commons last week of the proposal that a royalty should be paid by the Crown to the surface owner for petroleum got under his land raises an interesting question as to the legal title of the owner to petroleum. A letter by "A. U." in the *Times* of 29th October may be taken to give the views of an eminent conveyancer on the subject, and it would appear that the surface owner's title is by no means clear. *Prima facie* the surface owner is entitled to everything beneath the surface, down to the centre of the earth, except mines of gold and silver, which are royal mines: see *Case of Mines* (Plowd. 336), *Attorney-General v. Morgan* (1891, 1 Ch. 432); but it is possible that this is subject to a further exception in the case of a fluid substance. This is certainly so as regards water not running in any defined channel, whether on or under the surface (*Chasemore v. Richards*, 7 H. L. C. 349); but, on the other hand, there is a right of property in pitch, notwithstanding that when laterally exposed it melts and oozes out into the adjoining land: *Trinidad Asphalt Co. v. Ambard* (1899, A. C. 594). Other cases which "A. U." refers to are *Jordeson v. Sutton, &c.*, *Gas Co.* (1899, 2 Ch. 218), where RIGBY, L.J., said there was no authority for saying that there could not be property in a bed of running silt; and *The Salt Union v. Brunner, Mond & Co.* (1906, 2 K. B. 822), where Lord ALVERSTONE, C.J., placed brine in the same category, for this purpose, as water. It would seem that oil is rather in the position of water than of running silt, and "A. U." takes the view that, while the surface owner is undoubtedly entitled

to any oil which comes to the surface on his land, he has by no means a clear right to petroleum while it is underground, and he says: "Under these circumstances I venture to doubt whether the acquisition of petroleum by the State without purchase would be any more revolutionary than a statute giving an unlimited right of way through the atmosphere to aeroplanes and airships. Both cases arise out of new discoveries, inventions, and circumstances which may reasonably be made the subject of new legislation"; see, however, Mr. A. H. HASTIE's letter in the *Times* of the 1st inst. We do not know the exact nature of the title to the petroleum-bearing grounds in the near East, but we believe that they are worked under licence from the State, which probably takes the royalties.

#### Reversionary Leases and the Rule against Perpetuities.

DOUBTS HAVE occasionally been expressed (see, for example, Williams, *Vendor and Purchaser*, 2nd ed., p. 372) whether a future lease is subject to the rule against perpetuities, so that, for it to be valid, it must commence within twenty-one years. The matter was discussed by Mr. CHARLES SWEET some years ago in these columns (50 SOLICITORS' JOURNAL, 760), and more recently in the *Law Quarterly Review* (Vol. 30, p. 66), and he supported the view that since a reversionary lease, although only an *interesse termini*, is a vested interest, it is not subject to the rule. The point has now been considered, and decided in this sense by NEVILLE, J., in *Mann, Crossman & Paulin (Limited) v. Hind* (*Times*, 30th October). In that case an existing lease was due to expire in 1946. In March of this year, when it had still some thirty years to run, the lessor granted a further lease to commence from the expiration of the existing lease. On an application being made to register the reversionary lease, the Registrar doubted its validity, and the matter was referred to the Court. Admittedly, an *interesse termini* is an anomalous kind of interest, but its existence as an actual right of property was recognised in *Gillard v. Cheshire Lines Committee* (32 W. R. 943). It is, said BOWEN, L.J., "more than a right of entry; it is an interest which the law recognises in a future term, coupled with a right to complete that interest by possession. . . . It is a right *in rem*, a right which is alienable at common law." This being so, it is a vested interest in the lessee, and the perpetuities rule does not apply: see *London and South-Western Railway Co. v. Gomm* (20 Ch. D. 562). This view was taken in Ireland in *Redington v. Browne* (32 L. R. Ir. 347, 355), and in *Knight v. City of London Brewery Co.* (1912, 1 K. B. 10) it was assumed that a reversionary lease to commence beyond twenty-one years was valid. It is a rather singular result of registration of title that the parties should be put to the expense of having a question, which probably would never have arisen in practice, decided in order to satisfy the requirements of registration.

#### Hostile Capture and the Frustration of Voyages.

THE HOUSE of Lords have affirmed in *Becker, Gray & Co. v. London Assurance Corporation* (*Times*, 30th ult.), the decision of the Court of Appeal (1916, 2 K. B. 156), and have distinguished *Sanday's case* (1916, A. C. 640). In the former two British ships laden with British goods destined for Germany were on voyage from South America to Hamburg when the war broke out. The ships, on being notified of the war, put into British ports and there discharged their cargoes. The shippers thereupon claimed for a constructive total loss under an insurance which covered restraint of princes, and the House of Lords held that they were entitled to recover. The rule is that the frustration of the adventure is a loss under such an insurance, and the fact that the further prosecution of the voyage would have been illegal frustrated the adventure and entitled the shippers to recover. The present case of *Becker, Gray & Co. v. London Assurance Corporation* was similar, so far as the nationality of the goods and their destination were concerned. They were British goods shipped at Calcutta by British merchants for Hamburg, but the ship was a German ship. To avoid risk of capture by British cruisers she put into Messina. The further prosecution of her voyage, however,

was not illegal, and hence the *ratio decidendi* of *Sanday's case* did not apply. It was necessary to look for the ground of the insurers' liability elsewhere, and it was sought to find it in the fear of capture which sent the ship into Messina. But the House of Lords here held that only actual capture and not fear of capture is a frustration of the adventure for the purpose of the insurance. The adventure is frustrated, indeed, but the immediate cause is the captain's fear. Otherwise, said Lord SUMNER, the ocean would, immediately on the outbreak of war, become suddenly full of constructive total losses securely laden in uninjured ships. The distinction between *Sanday's case* and the present is clear, and so is the distinction between fear of capture and actual capture. But whether on practical grounds fear of capture and actual capture should make this difference is another question. Is it fair to say that marine insurance law is rather technical than practical?

#### Can Corporations Practise Law?

THE COURAGE and enterprise of Americans are beyond dispute, and were recently displayed by their willingness to consider the question whether a company could be incorporated for the practice of the law. The question in *The Co-operative Law Company* (198 N. Y. Rep. 479) was not whether words in a statute enabling "persons" under certain conditions to practise law could include corporations, but whether a company organized for the purpose of engaging in the practice of the law by means of a staff of lawyers was a corporation within the meaning of the Business Corporations Law, which provides that "three or more persons may become a stock corporation for any lawful business." The objects of this company, as stated in the certificate of incorporation, were "to furnish to its subscribers legal advice and service, to operate in connection with the above a department of law and collections for the use and benefit of the subscribers of the company only, and in order to accomplish these objects to employ and maintain a staff of competent attorneys and counsellors at law to give such advice; and to prosecute or defend through such counsel any claim or suit submitted to its care by subscribers." The argument for the appellant, which was adopted by the Court, was that the "lawful business" referred to in the Business Corporations Law must be taken to mean a business lawful to all who wish to engage in it. The practice of the law is not a business open to all, but a personal right limited to a few persons of good moral character, with special qualifications ascertained and certified after a long course of study both general and professional, and a thorough examination by a State board appointed for the purpose. The right to practise is in the nature of a franchise from the State conferred only by merit. It is not a lawful business except for members of the Bar who have complied with all the conditions required by statute and the rules of the Courts. As these conditions cannot be performed by a corporation, it follows that the practice of the law is not a lawful business for a corporation to engage in. As it cannot practise directly, it cannot indirectly by employing competent lawyers to practise for it, as that would be an evasion which the law will not tolerate. These observations directly affect the practice of solicitors in this country, and it will be remembered that there is no recognized distinction between barristers and solicitors in the United States. It is quite possible that part of what is known as non-contentious business requires no extraordinary personal qualification, and could be executed without difficulty by the servants of a corporation. But it would be by no means easy to draw a correct line between such business and that affecting litigation, and any attempt to draw it might prejudice the operation of remedies for the protection of the public.

#### The Common Serjeant and the Mayor's Court.

THE RECENT appointment of Mr. H. F. DICKENS to the office of Common Serjeant may remind us that by the Mayor's Court Procedure Act, 1857, the Common Serjeant, in the absence of the Recorder, presides as judge of the Mayor's Court, held in the Chamber of the Guildhall, which is one of the most ancient

courts of the kingdom. It is a court by long usage possessing an equitable as well as a legal jurisdiction, the equitable power of the court in ordinary suits being concurrent with that of the old Court of Chancery, but limited to cases in which the whole cause of action has arisen within the City of London, and the common law jurisdiction being concurrent with that of the High Court. The common law jurisdiction includes all cases, however large the amount in dispute, and all personal actions in contract or tort and in ejectment, but it has no jurisdiction in replevin. The court has also the exclusive jurisdiction over contracts of apprenticeship in the City, and the exclusive right of awarding restitution of premiums of apprenticeship. This last business has seriously declined in amount, as deeds of apprenticeship have gone out of fashion, and the general cause list has been considerably affected by the continuance of the war. It is not long since a list of seventy cases was regarded as nothing unusual, but the number of entries at a recent sitting of the Court did not exceed fourteen.

### The Blockade of Germany.

THE Embargo Declaration of the United States make it interesting to note the progress which has been made in the cutting-off of supplies from Germany. The extent to which this had been carried by this country up to the time when the United States entered the war was explained by Lord ROBERT CECIL in the Blockade debate on 27th March last. Direct imports into Germany had been stopped under the "Blockade" or "Reprisals" Order of March, 1915. A Report on the Administration of the Order was presented to Parliament last February by Lord PEEL's Committee, appointed in 1916 [Parl. Papers, Cd. 8469]. The difficulty was with imports into neutral countries bordering on or near to Germany, which might have an ultimate destination there. So far as this country was concerned, a policy of embargo might have been adopted, but this would have been double-edged. It would have prevented needed supplies reaching this country. Hence a system of rationing was devised, and the borderland neutrals were allowed only what was estimated to be required for their own wants. The rationing system was also applied to cargoes from neutrals—chiefly the United States; but here it depended on the doctrine of "continuous transport"; and there was considerable difficulty in making it effective. This was particularly the case where the imported cargo—say, maize—was in no sense to go to Germany *in specie*, but was to be used as food for stock, which, in turn, would go to Germany. A pig, it has been said, it merely maize on four legs; but we are not aware that that picturesque assertion has been accepted as the law of the Prize Court. In practice it was recognized that both this country and Germany were customers of Holland and Denmark, and that all that could then be done was to insist on the neutrals holding the balance even between the two. In effect, the British policy up to the spring of this year had, it seems, stopped the overseas trade to Germany, and placed considerable restriction on the imports to Germany from the borderland neutrals. This result was also assisted by the establishment of the "Black List"—the Statutory List under the Trading with the Enemy (Extension of Powers) Act, 1916—though at one time the List promised to raise difficulties with the United States, the only neutral in a position to make an effective protest.

But the position in regard to the blockade of Germany has been changed, partly by the submarine campaign and partly by the entry of the United States into the war. It is probably correct to say that the submarine blockade—to some extent also, perhaps, the new danger zone established by Great Britain last June in the North Sea (60 SOLICITORS' JOURNAL, pp. 466, 597)—has stopped the supplies to this country from Holland and Denmark, and has removed the considerations which called for favourable treatment for these countries; while President WILSON saw at once that a policy of embargo was required, both as a measure for precaution in husbanding supplies for



the United States and the Allies, and in preventing supplies reaching Germany. Accordingly, the Embargo Proclamation of last July, which included generally fuel, food, metals, and ammunition, was based on both these objects. First and chiefly it had in view the amelioration of food conditions in America and the retention there of raw materials; in liberating surplus products, consideration was first to be given to the necessities of all the nations engaged in war against the Central Empires; and while neutral nations were not to be ignored, they could receive nothing unless it was clear that they were husbanding their own resources, and that American supplies would not become available, either directly or indirectly, to feed the enemy.

Corresponding action was taken by this country by the issue at the end of September of the new Proclamation forbidding exports to Sweden, Denmark, Norway, and Holland (61 SOLICITORS' JOURNAL, pp. 775, 780). As we pointed out at the time—the Proclamation was not very clearly expressed—it carried further the existing prohibition of exports to Sweden, and placed the other three countries on the same footing as Sweden. The effect is that no goods, except printed matter and personal effects accompanied by their owner, can be sent to any of those countries from Great Britain or Ireland except by licence. This appears to have been welcomed in the United States as a confirmation and strengthening of the American embargo policy, and the United States at the beginning of October took the further step of refusing bunker coal to all vessels bound for the borderland neutrals. The object of this was to prevent South American supplies from reaching Germany through these neutrals, and a statement to this effect was issued by the Exports Administrative Board (*Times*, 6th October), perhaps the same as the "War Trade Bureau."

At the same time, the American policy is not aimed at stopping all supplies to the Northern neutrals as well as to Germany; it is only aimed at stopping supplies to Germany through the neutrals. Accordingly, a statement has been issued by the United States Government (*Times*, 20th October) explaining exactly the attitude of that Government in the matter. At the end of July requests were made for information from these countries concerning their consumption, production, and requirements, especially as regarded foodstuffs, and a warning was given that any exports made to the Central Powers would be in reduction of the amount of foodstuffs and other commodities which they might expect to receive for their own industry and sustenance. Little response, however, was made to these requests, and now the United States, acting by the War Trade Bureau, propose to deny export licences to any of these countries so long as the requested information is withheld. The statement concludes:—

This Government is prepared to help these neutrals even at a sacrifice to ourselves in allowing the export to them of commodities which we can ill afford to spare. We are in no way inspired by a desire to interfere with their normal life, but in return for our services we must request some guarantee that the supplies furnished will not be turned against us to prolong the war and to kill our sons.

The welfare of the Northern neutrals is, therefore, in their own hands.

It looks as though, by these successive steps, all supplies will be cut off from Germany, except those which she can obtain from the East.

In the House of Commons on Monday Lord R. Cecil, replying to Colonel Sir J. Norton Griffiths, who drew attention to a statement made by M. Ribot recently in which he declared, on behalf of the French Government, that it would not receive any proposal for peace without communicating it at once to the Allies, and asked whether His Majesty's Government adopted the same course, said the reply was in the affirmative. Colonel Norton Griffiths asked whether the answer covered proposals made through secret channels. Lord R. Cecil: I have no reason to suppose that any of the Allies differ from us, or are less anxious than we are to fulfil all the obligations of the Alliance. Mr. Snowden: Is it an understood thing among all the Allies that if any one of them receives peace overtures the fact should be communicated to all the other Allies? Lord R. Cecil: It is an understood thing by all the Allies that all material facts in regard to the war should be communicated to one another.

## The Conveyance of After-Acquired Property.

### II.

THERE are some other topics suggested by the foregoing remarks, such as the lesson to be derived therefrom by a draftsman, the questionable position of volunteers, the avoidance by the bankruptcy law of covenants in a marriage settlement relative to after-acquired property, the efficacy of a covenant to make a definite testamentary disposition—upon all or some of which we should be glad to enlarge were it not that we feel preference ought now to be given to another. No doubt the reputation with the present generation of the doctrine of public policy is very seriously reduced. And it would not be surprising if some practitioners and many of the public conceive as extinct the ancient principle that no contractual relation, either of hiring and service or otherwise, can import or be a cover for slavish incidents. They would naturally point out, with considerable force, that one hundred years or so ago it was understood that a contract of hiring and service for life, being in substance slavery, was null and void; and that it was not until an epoch-making decision was given in 1837 (*Wallis v. Day*, 2 M. & W. 273) that the profession learnt that this view was erroneous, and that such a contract was good if for wages, in the absence of fraud and duress. And, further, they would contend that modern labour conditions, if nothing else in our social relations, only served to confirm this surrender to freedom of contract and to shew the liberty of the individual to enter into a bargain, if he thinks fit, with servile incidents. Nevertheless, such practitioners would be wrong, and might possibly find the opinion a pitfall in negotiating an arrangement to protect an improvident man against himself, or a mortgagee with insufficient security. Only last year there was a case before the courts where a city clerk, as security for money lent, assigned to a money-lender all his wages and extras, and agreed not to get dismissed or get his wages reduced, or borrow money, or part with his furniture, or obtain credit, or become answerable for any sums of money, and also not, without the lender's consent, to terminate his employment or change his residence. And this agreement was held to be such that any illegal part could not be severed from the legal, as we saw could be, and was, done in the cases already quoted; and, inasmuch as certain terms in it imposed servile obligations upon the borrower, which was contrary to the policy of the law, these terms vitiated the remaining terms and rendered the whole agreement void: *Horwood v. Miller's Timber and Trading Co.* (61 SOL. JOUR. 114; 1917, 1 K.B. 305). And we believe in an old case it was held that a hiring without wages for life is really slavery, and, therefore, a contract of that nature which is wholly illegal (*Knight v. Wedderburn*, Morrison's Dict. of Decisions, pp. 14, 545), as placing the individual for an unlimited period in a condition of subjection or submission characterized by a lack of that freedom of action which is the inalienable birthright of every Englishman.

In modern professional practice clients are found more and more to ask for the preparation in writing of some novel arrangement. Properly to advise upon it a lawyer can only depend upon his knowledge of legal principles. And, as an English writer very justly points out, ignorance is not merely a vacuum, void of knowledge, but a *plenum* of positive error, continually productive of unhappy consequences. The diffusion of somewhat more than passing acquaintance with underlying principles is therefore in these days to be desired; and it is for that reason we have ventured to call particular attention to the remarkably useful and suggestive cases in the Court of Appeal that we have mentioned, and the full reports of which will be found well worthy of a leisured and repeated perusal.

When seeking to penetrate the dimness which surrounds the doctrine under consideration, the conclusion will probably be reached that a portion, more or less troublesome in its

application, is found fit to survive with the present less un-informed age; and that, when it comes into operation, it is not on the benign ground of relieving a needy clerk or ill-advised lady, but because the Court must not lend its aid to effectuating an object which it is the policy of the law to prevent, as being in conflict with most essential public interests.

### Books of the Week.

**Review.**—The Law Quarterly Review. October, 1917. Edited by The Right Hon. Sir FREDERICK POLLOCK, Bart., D.C.L., LL.D. Stevens & Sons (Limited). 5s. net.

**Diary.**—The Solicitors' Diary, Almanac and Legal Directory, 1918. 74th year of publication. Waterlow & Sons (Limited).

## CASES OF THE WEEK.

### House of Lords.

**BECKER, GRAY & CO. v. LONDON ASSURANCE CORPORATION.** 19th, 20th, 22nd, 23rd, and 26th March; 12th July; 29th October.

**INSURANCE (MARINE)—CHARTER-PARTY—PERIL OF CAPTURE—MEN-OF-WAR—GERMAN SHIP PUTTING INTO A NEUTRAL PORT TO AVOID RISK OF CAPTURE—BRITISH GOODS ON GERMAN SHIP—LOSS OF VENTURE—WHETHER PROXIMATELY DUE TO PERILS INSURED AGAINST.**

In June, 1914, the plaintiffs, English merchants, sold certain goods to a German firm, the property in which was not to pass until the goods arrived at Hamburg. The goods were shipped at Calcutta on board the German s.s. Kattenturm, and were insured with the defendants under a policy which, inter alia, covered usual perils, including "men-of-war . . . enemies . . . taking at sea . . . and all other perils, losses, and misfortunes that have or shall come to the hurt, detriment, or damage of the said goods and merchandise." While on the voyage war was declared. The Kattenturm had got as far as the Mediterranean, and her master decided to abandon the voyage till after the war, and put into a neutral port. The plaintiffs thereupon claimed for a total loss under the policy. Bailhache, J., found that the voyage from the neutral port to Hamburg could not be continued; that she had not been chased by any hostile cruiser, or even sighted one. But although to constitute the risk of capture within the meaning of the policy, actual seizure was not necessary, nevertheless the risk must have been so imminent as to compel the ship to take refuge, and to form the causa causans of the abandonment of the venture. That was not the case here, and the plaintiffs could not recover.

The Court of Appeal affirmed Bailhache, J.

Held, that on the facts the loss was not covered by the policy.

British and Foreign Marine Insurance Co. v. Sanday & Co. (60 SOLICITORS' JOURNAL, 253; 1916, 1 A. C. 650), distinguished.

Appeal by the plaintiffs from an order of the Court of Appeal (reported 1916, 2 K. B. 156; 21 Com. Cas. 258). The facts are sufficiently indicated in the headnote.

Earl LOREBURN, in moving that the appeal should be dismissed, said:—I agree with the order appealed from, because it seems to me that both parties have accepted as sufficient the Admiralty statement that a German steamer would have been "in peril of capture" if she had proceeded on or after 5th August on a voyage to Hamburg. They have left that evidence there without more. It is therefore the measure of the danger which the ship would have run in proceeding on this voyage. That will not be enough for the plaintiffs' case. I should have thought that capture would have been a certainty, but I have no right to act upon my own beliefs or conjectures upon a question of fact when there is evidence on which the parties rely. And there may be very good reasons, of which I am unaware, for being content with the Admiralty view.

Lord DUNEDIN pointed out that the question to be asked was whether the frustration of the adventure was due to a peril, or to something done in order to avoid a peril. The onus of shewing that it was due to a peril was on the appellants. They sought to discharge that onus by reliance on the fact (1) that the master put into Messina instead of going on, and (2) the statement by the Admiralty that a vessel proceeding on or after 5th August, 1914, through the Mediterranean on a voyage to Hamburg would have been in peril of capture by the Allied Fleet. He thought the master went into Messina to avoid a peril, and not under the stress of an actual peril. But there remained the argument founded on the decision of this House in *Sanday's case* (*supra*). The direct application of that case failed, for the simple reason that this was a German ship, and there was no illegality in the master's continuing the voyage if he thought fit. He did not think fit, and his action it was that terminated the adventure.

Lords SUMNER, ATKINSON, and WRENBURY were of the same opinion, and the appeal was accordingly dismissed, with costs.—COUNSEL, for

the appellants, Sir John Simon, K.C., and R. A. Wright, K.C.; for the respondents, Leslie Scott, K.C. and Theobald Mathew. SOLICITORS, Rehder & Higgs; Walmans.

[Reported by ESKINS RAID, Barrister-at-Law.]

## King's Bench Division.

**STONE v. WOOD.** Div. Court. 19th and 20th Sept.

**ARMY—EXEMPTION—"REGULAR MINISTER OF RELIGIOUS DENOMINATION"—PERSON BECOMING SUCH AFTER "APPOINTED DATE"—MILITARY SERVICE ACT, 1916 (5 & 6 GEO. 5, c. 104), FIRST SCHEDULE, CLAUSE 4—MILITARY SERVICE ACT, 1916 (SESSION 2) (6 & 7 GEO. 5, c. 15), s. 1, SUB-SECTION 1.**

In February, 1917, A. became, as was found by the Court, a regular minister of a religious denomination. On 3rd May, 1917, he was called up for service.

Held, that A. became a regular minister of a religious denomination after 24th June, 1916, which was the appointed date for him, and therefore did not come within the exemption set out in clause 4 in the First Schedule to the Military Service Act, 1916.

The meaning of the words "for the time being" in section 1, sub-section 1, of the Military Service Act, 1916 (Session 2), is "at the appointed date," and not "from time to time."

Ex parte Freyberger (1917, 2 K. B. 129) explained and applied.

This was a case stated by the justices on the ground that Stone failed to appear at the time and place appointed to answer a call to the colours. Stone was a minister of the Strict Baptist sect, and between 1912 and 1917 preached in one of their churches about twenty-six times out of the fifty-two in the year. In February, 1917, he was formally appointed according to the rules and the trust deed of the denomination to be their pastor at that church. In May, 1917, he was called up by the Army for military service. He contended that he was excepted as a regular minister of a religious denomination within the meaning of clause 4 of the First Schedule to the Act of 1916. The military contended (*inter alia*) that he became a regular minister if at all after 24th June, 1916, that is to say, after the thirtieth day from the passing of the Military Service Act, 1916 (Session 2), which in his case was the "appointed date," and that therefore he did not come within the exemption set out in the First Schedule to the Military Service Act, 1916. The justices decided that the appellant was not, either before or after February, 1917, a regular minister within the meaning of the Military Service Act, 1916, and the question for the Court was whether this decision was a correct decision in point of law.

DARLING, J., after stating the facts, said:—This appeal must be dismissed. It is not contested by the respondent that the appellant after February, 1917, was a regular minister of a religious denomination. There is no evidence that the appellant was a minister before that date. The case would be exactly the same if the appellant had been in 1917 ordained as a priest of the Church of England. A decision in the respondent's favour would mean that persons ordained as ministers of any religious denomination after they had become liable to military service could have the benefit of this exemption. The appointed date for the appellant is 24th June, 1916—that is to say, thirty days after the coming into operation of the Military Service Act, 1916 (Session 2). From that date, therefore, he must be deemed to have been duly enlisted and transferred to the reserve. At that time he was not a minister of any denomination, although he was formally appointed in February, 1917. As to the meaning of the words "for the time being" in section 1, sub-section 1, of the Military Service Act, 1916 (Session 2), they cannot mean "from time to time," because among other things they apply to persons who attained the age of eighteen years, and one could not attain the age of eighteen from time to time. The words mean "at the appointed date." It is clear from *Ex parte Freyberger* (1917, 2 K. B. 129) that persons who were ministers within thirty days after the passing of the Act were exempted, while persons who became ministers after that date were not exempted. The curious result is that if the war lasts for, say, another twenty years, no one who becomes a minister within that period will be entitled to exemption on that ground. The explanation is that when Parliament passed the Act it did not think that the war would last long enough to exhaust the existing supply of ministers of religion.

AVORY and BAILHACHE, JJ., concurred.—COUNSEL, Shortt, K.C.; Finess and Branson. SOLICITORS, J. Lee Smith, for Ogden, Lyles, & Co., Manchester; The Treasury Solicitor.

[Reported by L. M. MAY, Barrister-at-Law.]

**REX v. THE COMMANDANT OF KNOCKALOE CAMP.** *Ex parte FORMAN.* Div. Court. 19th September.

**HABEAS CORPUS—ALIEN FRIEND—ALIEN ENEMY—ALIENS RESTRICTION ACT, 1914 (4 & 5 GEO. 5, c. 12), s. 1, SUB-SECTION 6.**

The *Aliens Restriction Act, 1914*, confers powers in addition to and not in derogation of the powers of the Crown. The prerogative of the Crown to intern prisoners of war is still in existence. An alien enemy who has been treated as an alien friend reverts to his original status when the period of exception from internment or other indulgence ceases or is cancelled.

*Ex parte Weber* (1916, A. C. 421) applied.



In this case a rule nisi had been obtained calling upon the commandant of Knockaloe Internment Camp to shew cause why a writ of *habeas corpus* should not issue directed to him to have the body of one Josef Forman before the Court. On the application for the rule nisi an affidavit was read, sworn by the applicant, which set out that he had been interned since 8th May, 1917, and, since 21st July, at Knockaloe Camp. It stated that no offence had been alleged against him, and that no order for his imprisonment had been made. He said that he was born on 31st October, 1886, at Vesely-Mezimosty, in Bohemia, of parents of Czech nationality, and was educated at the College of Tabor, in Southern Bohemia, and at the University of Prague, and, after studying languages for a year in France and Germany, he came to London in 1912. In 1913 he married, in London, Helen Violet Hamilton, a British subject, the daughter of Lieutenant-Colonel Robert William Hamilton, late of the Grenadier Guards. Since 1912 he had been domiciled in England, and had resided continuously at Sevenoaks. In the early months of the war he was duly registered as an alien under the Aliens Restriction Order. From the outbreak of the war he had been wholly on the side of the British and their Allies. He had taken a prominent part in the Czech national movement led by Professor Masaryk, once a member of the Austrian Reichsrath, who was now exiled because of his anti-Austrian opinions. In November, 1916, he was invited by Professor Masaryk to take charge of the Czech Press Bureau at the Strand, which had been established for providing information concerning Austria. In April, 1917, he was informed by the Criminal Investigation Department that two official Press Bureau circulars had been found in a letter dispatched in March, under cover to the British Official Postal Censor, from the Czech Press Bureau to the Secretary of the Bohemian National Alliance in Chicago. The circulars were shewn to him by an officer of police, who would not allow him to read them, and he (the applicant) did not know their contents, but he understood that they were two ordinary circulars distributed by the British Press Bureau to editors of British and other newspapers for publication. They were not sent to the Czech Press Bureau. The addressee of the letter had rendered valuable services by counteracting the efforts of German strike agitators among Czech munition workers in the United States. The applicant thought that the circulars became attached to the letter by some mistake in the British Postal Censor's office, where the work was heavy, or it might be that they had been put there by someone desirous of discrediting the Czech cause. The Solicitor-General, in shewing cause against the rule, read an affidavit sworn by an official of the Home Office, which alleged that Forman was the subject of an enemy power—namely, Austria-Hungary—and, as such, became liable to internment as a prisoner of war. When the general internment of enemy subjects of military age was announced Forman applied for exemption from internment, which was provisionally granted to him. In May, however, the Home Secretary cancelled the exemption, and he was interned. The Solicitor-General submitted that Forman was a prisoner of war, and therefore not entitled to the writ of *habeas corpus*, and he referred to *Re Weber* (1916, A. C. 421), where the applicant for *habeas corpus* was held to be an alien enemy because he could not discharge the onus upon him of proving that he had completely lost for all purposes his German citizenship, and *Re v. Fine-street Police Station Superintendent, Ex parte Liebmann* (1916, 1 K. B. 268), which decided that German civilians could be regarded as prisoners of war. Counsel in support of the rule contended that Forman was not an alien enemy, but an alien friend, because he was an alien registered in this country under the Aliens Restriction Order, which has the effect of making him an alien friend unless he is shewn to be otherwise. He went on to argue that the registration of an alien under the Aliens Restriction Order put the alien in the position of one who was in the country by the licence of the Crown, and, for that reason, he was entitled to be treated as an alien friend. It had not been suggested that Forman had been interned by an order of the Home Secretary. If it was suggested that he had been dealt with under the prerogative of the Crown his (counsel's) answer was that that prerogative no longer existed, because Parliament had dealt with the matter. He referred to *Schoffenius v. Goldberg* (1916, 1 K. B. 284) as to the rights of interned aliens in our courts; Cockburn on Nationality, p. 150, as to the distinction to be observed between an alien friend and an alien enemy; *Tingley v. Muller* (1917, 2 Ch. 144), and the *Princess of Thurn and Taxis v. Moffatt* (1915, 1 Ch. 58), as to the rights of aliens in contract and tort; Arthur Page on War and Alien Enemies, 2nd edition, p. 10; and Anson on the Crown and the Constitution, 3rd edition, part 2, p. 191, as to the history of this subject; and the Aliens Restriction Act, 1914, s. 1, sub-section (4), to shew where the *onus probandi* rests. The Solicitor-General said he was prepared to contend that Forman had been interned under the prerogative of the Crown. Both in the regulations and in the Statute the powers of the Crown were expressly reserved. The argument which had been submitted on the prerogative had been advanced unsuccessfully in *Liebmann's case* (*supra*). No specific order of internment was necessary as long as it clearly appeared that the internment of the individual was on the authority of the Secretary of State.

DARLING, J., after stating the facts in the course of his judgment, said: As soon as the word "prerogative" is mentioned there is, as the result of what happened in the seventeenth century, a strong feeling that the action which has been taken under the alleged prerogative is wrong. There are many acts, however, of the executive which are entirely for the benefit of His Majesty's subjects, and which have no other foundation or sanction than the prerogative of the Crown. This

was fully recognized when the Aliens Restriction Act, 1914, was passed, and it was provided by section 1, sub-section 6, of that Act that powers which were given by the section or by orders made under it were in addition to and not derogatory of any powers of the Crown. There can be no similarity between the powers with regard to the expulsion of aliens or the prevention of their entering the United Kingdom which are employed by the Crown at the present time and the unlimited prerogative which on one occasion brought an unfortunate monarch to the scaffold. The prerogative to intern prisoners of war is still in existence. The recent cases go to shew clearly that Forman was an alien enemy. He was one at the outbreak of the war, and would have been interned earlier if he had not been granted exemption. It has been argued that he occupied a kind of middle position, and that he was neither an alien enemy nor an alien friend, and that because he had been accorded the same treatment as was shewn to alien friends he must be dealt with as an alien friend. I cannot see that the applicant was or has ever been anything but an alien enemy to whom a temporary indulgence has been granted. When his exception was cancelled he reverted to his original position, which was that of an alien enemy who was liable to be made a prisoner of war. The rule must be discharged with costs.

AVORY, J., and BAILHACHE, J., concurred. The rule was accordingly discharged with costs.—COUNSEL, to shew cause against the rule, *The Solicitor-General* (Sir Gordon Hewart, K.C.) and *Branson*; for the rule being made absolute, *Powell, K.C.*, and *Halford Knight*. SOLICITORS, *The Treasury Solicitor; Agar-Hutton & Co.*

[Reported by L. M. MAY, Barrister-at-Law.]

## Probate, Divorce, and Admiralty Division.

### IN PRIZE.

THE SIGURD. Evans, P. 18th October.

PRIZE LAW—BLOCKADE AND SEIZURE UNDER WRONG CONSTRUCTION PLACED UPON AN ORDER IN COUNCIL—RELEASE BY PRIZE COURT—CLAIM BY OWNERS OF GOODS RELEASED—DAMAGES AND COSTS.

Where, as the result of a wrong construction being put upon the Order in Council of 11th March, 1915, called the "Reprisals Order," certain goods were seized by the Crown, but subsequently ordered by the Prize Court to be released, on a claim by the owners for damages for the improper seizure and detention of the goods,

Held, that such a claim was not sustainable.

The *Luna* (Edw. 190) followed.

In this case the owners of part of the cargo on board the steamship *Sigurd* claimed for costs and damages against the Crown for the improper seizure and detention of their goods under the "Reprisals" Order in Council of 11th March, 1915. The *Sigurd*, a Norwegian steamship, left Hamburg on 21st October, 1914, with goods shipped at that port in the previous July, on a voyage to Concepcion. She met with bad weather, and, having suffered damage, she put into a Norwegian port, which she left, after repairs, on 2nd March, 1915. On 5th April she was stopped by a patrol boat, and was sent into Stornoway, where her cargo was seized on 13th April, 1915. On 28th June, 1917, the President ordered the release of the cargo on the ground that the vessel had left a German port before 1st March, 1915, and therefore did not come within the above Order in Council.

The PRESIDENT, in the course of his judgment, said:—On 28th June, 1917, I decided a point of law arising under the Order in Council of 11th March, 1915. I did so after considerable argument, and I decided the case simply upon certain assumed or agreed facts relating to the question whether the ship had left Germany before or after the date of the "Reprisals" Order in Council, and facts of that kind. I ordered the goods to be released because, in my view, the Order in Council did not apply in such a case. The owners of part of the cargo then ordered to be released now claim against the Crown for costs and damages, on the ground that the seizure was wrongful and was a seizure which entitled them, in accordance with the principles applicable in this Court, to costs and damages. The question that I have to decide to-day is whether the seizure, in the circumstances, was one which imposed an obligation on the Crown to answer to the claimant owners of the goods in costs and damages. The point which was argued on 28th June, 1917, was an important one, and not at all an easy one to decide. It was fully argued, and I am told that my judgment is to be reviewed in the Privy Council. I need now only say that I will follow the case of *The Luna* (Edw. 190), decided by Lord Stowell. That was a case where the capture was made in circumstances similar to this by reason of a wrong construction placed upon an Order in Council. Lord Stowell said that where there was a legal question of that kind he would not impose upon the captors the obligation to pay costs and damages. That case was referred to and dealt with, among other cases, in *The Ostsee* (9 Moore P. C. 150; Spinks, 174; 2 English Prize Cases, 432) in the Privy Council in the time of the Crimean War. The judgment of the Privy Council says this: "The question of expenses does not seem to have been argued, and Lord Stowell probably felt that he was going to the very verge of the law." I will not presume to say what I think Lord Stowell probably felt, but I see no indication at all in the judgment in *The Luna* that Lord Stowell was "going to the very verge of the law." The

Privy Council in *The Ostage*, referring to that case and others under the same head, said this: "If, however, these cases be held to establish the principle that there may be questions of so much nicety in the construction of public documents, or the determination of unsettled points of law, as to exonerate captors from what would ordinarily be the consequences of their mistake, they will not much assist the argument of the respondents here, where no questions of law of any kind appear to have existed." That passage shows that the case of *The Luna* was not disapproved of by the Privy Council, and it tends to show that the case was one which they would have approved of if they had found it necessary, on the facts of the case before them, to deal with it. I accept the case of the *Luna* as an authority which I ought to follow. The result is that the claim for costs and damages in this case must be disallowed.—COUNSEL, Mackinnon, K.C., and Balloch, for the claimants; the Attorney-General (Sir F. E. Smith, K.C.) and J. G. Pease, for the Crown. SOLICITORS, Stokes & Stokes, for the claimants; Treasury Solicitor, for the Procurator-General.

[Reported by L. M. MAY, Barrister-at-Law.]

**GILL v. GILL**, Horridge, J. Oct. 18, 1917.

HUSBAND AND WIFE—WIFE'S SUIT FOR RESTITUTION OF CONJUGAL RIGHTS—DEED OF SEPARATION—MUTUAL COVENANTS NOT TO SUE FOR RESTITUTION—SUIT UNDEFENDED AND DEED NOT SET UP BY HUSBAND.

The wife brought a suit for restitution of conjugal rights. She and her husband were separated under a deed in which there were mutual covenants not to sue for restitution. The husband did not defend the suit and set up the deed.

Held, that the wife was entitled to her decree.

Phillips v. Phillips (1917, P. 90) and Tress v. Tress (12 P. D. 128) followed.

Kennedy v. Kennedy (1907, P. 49) not followed.

Counsel for petitioner stated that the parties were married in 1875, and separated under a deed in 1907, in which there was a mutual covenant not to sue for restitution. The husband paid the allowance, covenanted to be paid under the deed, until 1917, when he wrote to the petitioner saying that in his opinion the deed should be cancelled, and asking her to divorce him. Counsel submitted that the husband had thereby repudiated the deed; and on the alternative that he had not defended the suit and set up the deed, the Court need not take any notice of it, and cited Phillips v. Phillips (supra) and Tress v. Tress (supra).

HORRIDGE, J., granted a decree of restitution, but stated that he followed Phillips v. Phillips (supra) without expressing any opinion, as that was the last case, and it would avoid confusion in practice.—COUNSEL, R. Martin, for Armstrong White, serving with H.M. forces. SOLICITORS, Bridges, Sawtell, & Co.

[Reported by C. G. TALBOT-FONSONBY, Barrister-at-Law.]

## CASES OF LAST SITTINGS.

### Judicial Committee of the Privy Council.

**HAMBURG-AMERIKA LINE v. H.M. PROCURATOR IN EGYPT—“THE SUDMARK.”** 19th July and 3rd August.

PRIZE LAW—PERMISSION TO REMAIN IN NEUTRAL PORT—BREACH OF INTERNATIONAL AGREEMENT—JURISDICTION TO RELEASE PRIZE.

Where a neutral Power has allowed a prize to remain in one of its ports longer than is warranted by international law or international agreement that fact does not confer any power or duty upon the Prize Court to release the prize.

Appeal by the Hamburg-Amerika Line from a decree of the Prize Court in Egypt whereby their steamer, *The Sudmark*, was condemned as lawful prize.

The appeal was heard before Lord PARKER, Lord WRENBURY, Sir SAMUEL EVANS, and Sir ARTHUR CHANNELL.

Lord PARKER, in delivering the opinion of the Board, said that *The Sudmark*, while on a voyage from Colombo to Antwerp via the Suez Canal was on 15th August, 1914, stopped by H.M.S. *Black Prince* in the Red Sea and ordered to proceed to Suez. It was not disputed that this amounted to a seizure in prize. She arrived at Suez on 17th August, and on the following day left for Alexandria in charge of a prize crew, where she arrived on 20th August. The writ in the present proceedings was issued on 23rd October, 1914, on behalf of H.M.'s Procurator in Egypt asking for condemnation of the vessel as lawful prize. The appellants contended that what had happened after the seizure on 15th August, coupled with the provisions of the Suez Canal Convention, 1888, entitled the vessel to be released. Article 1 provides that the Suez Maritime Canal shall be free and open in time of war as in time of peace to every vessel of commerce or war without distinction of flag. Article 4 provides that vessels of war of belligerents shall not re-victual or take in stores in the Canal or its ports of access, excepting so far as may be strictly necessary, and that they stay at Port Said or in the roadstead at Suez shall not exceed twenty-four hours except in case of distress. Art. 6 provides that prizes shall be subjected in all respects to the same rules as the vessels of war of belligerents. It was urged that *The Sudmark*, having stayed at Suez more than twenty-four hours, had thereby committed a breach of these provisions. She certainly did

remain in the roadstead for more than twenty-four hours, but their lordships entertained some doubt whether in so doing she committed a breach of the Convention. Her captain deposed that on reaching Suez he went to the British Consulate and requested leave to re-victual, and leave was granted him. He also said that he was ordered by the captain of H.M.S. *Chatham*, then at Suez, to leave for Alexandria the next morning, but refused unless he was allowed to proceed with his own officers and crew. It was at least arguable that under these circumstances there was a case of necessity or duress that would render the twenty-four-hour rule inapplicable. Their lordships would assume that the rule was broken, and would consider the consequences of such breach. The Convention was an international agreement imposing on the contracting Powers a number of obligations which, except in the case of the Egyptian Government and the Imperial Ottoman Government, were purely negative. On those two Governments alone was any positive obligation imposed. By Art. 9 the Egyptian Government was, within the limits of its powers resulting from the firmans, to take the necessary measures for insuring the execution of the Convention, and in case it had not the necessary means at its disposal, was to call in the Imperial Ottoman Government. Therefore, but for the fact that the Egyptian Government was *de facto* controlled by the Government responsible for the breach in question, the fact that neither the Egyptian Government nor the Imperial Ottoman Government intervened would have been sufficient proof that the breach (if any) was purely technical, and did not call for any action on their part. But even if this inference did not under the circumstances arise, their lordships thought that a Court of Prize could not properly constitute itself the guardian of the Convention and invent and exact penalties for its non-observance where no such penalties for its non-observance were imposed by the Convention itself. The jurisdiction of a Prize Court did not embrace the whole region covered by international law. If a neutral allowed a prize to remain longer than was warranted by the circumstances, it was no doubt guilty of an unneutral act which might well be made the subject of diplomatic complaint. But their lordships could not think that the captors' Prize Court had any jurisdiction to entertain the question or was bound, if it considered that there had been an unneutral act, to release the prize on that account. Assuming that in the present case the Egyptian Government or the Imperial Ottoman Government might be looked upon as a neutral Power which had allowed the prize to remain in one of its ports longer than was warranted by international law or international agreement, it could not be held that the Prize Court had on that account any power or duty to release the prize. The appeal failed.—COUNSEL, for the appellants, Sir Erle Richards, K.C., and Dunlop; for the respondent, Sir Frederick Smith, A.G., and W. M. Geldart, SOLICITORS, Stokes & Stokes; Treasury Solicitor.

[Reported by ERSELINE RAID, Barrister-at-Law.]

## High Court—Chancery Division.

**COLLIS v. AMPHLETT**, Younger, J. 20th July.

COMMON—ENCROACHMENT—MAP ON AWARD OF INCLOSURE COMMISSIONERS—DITCH-WIDTH—CONSERVATORS RIGHT TO SUE—COMMONS ACT, 1876 (39 & 40 VICT. C. 56), s. 36—STATUTE OF LIMITATIONS.

A map annexed to an award made by the Inclosure Commissioners for the regulation of a common is admissible in evidence on the question of the boundaries of the said common, and is conclusive of the limit and extent of the common at the date of the award.

Chislehurst Common Conservators v. Newton (1901, 1 Ch. 389) followed.

There is no presumption of law that the owner of a hedge is entitled to the ownership of ditch-width of four or any other number of feet on the further side where no ditch existed nor was found to have ever existed.

In view of the fact that, by section 36 of the Commons Act, 1876, a common regulated under the Act is not to be enclosed without the sanction of Parliament, the Statute of Limitations does not apply to enable an owner of closes abutting on the common to acquire a title under the said Statute. Conservators of a common have a right to bring an action against an alleged encroacher upon the common for a declaration as to the extent of such common.

Louth Urban District Council v. West (1896, 65 L. J. Q. B. 535) followed.

In this case the plaintiff, as clerk to some common conservators, sued the defendant for and on behalf of the conservators, and claimed against the defendant, who was the owner of certain closes abutting on the common, a declaration that certain strips of land which the defendant, or his predecessors in title, had separated from the common and added to the closes by means of fences which they had put up formed part of the common land, and that the maintenance of the fences was illegal. An application was made in 1881 to the Inclosure Commissioners for a scheme for the regulation of the common. This application was accompanied by a map defining the limits, &c., of the common. After the proper local inquiry a provisional order was made and duly confirmed. The map was annexed to the order, and was also annexed to the award made in pursuance of such order. Bye-laws made under the award provided that the common should mean the common delineated on the map. These disputed strips were shown on the map to be within the boundary of the common. The defendant denied the encroachment, claimed the benefit of the Statute of Limitations, and submitted that there was no right to sue in the conservators.

YOUNGER, J., after stating the facts, said:—This map is admissible



in evidence on a question of boundaries, and is conclusive of the limit and extent of the common at the date of the award: see *The Chislehurst Common Conservators v. Newton (supra)* and *Cook v. The Mitcham Common Conservators* (1901, 1 Ch. 387). There is no presumption of law that the owner of a hedge is entitled to the ownership of "ditch-width" of four or any other number of feet on the further side, where no ditch existed nor was found to have ever existed. Having regard to the Commons Act, 1876, s. 36, the Statute of Limitations is not applicable. The conservators have the right to sue: see *Attorney-General v. Amhurst* (1879, 23 SOLICITORS' JOURNAL, 443), *Louth Urban District Council v. West (supra)*. The conservators are entitled to the declaration they ask.—COUNSEL, *Mathew, K.C.*, and *Maddocks; Terrell, K.C.*, and *H. H. Joy*. SOLICITORS, *P. F. Walker*, for *H. Neild Collis*, *Stourbridge; Geare & Son*, for *Marcey, Hemingway, & Sons*, *Bewdley*.

[Reported by L. M. Mox, Barrister-at-Law.]

## Solicitors' Cases.

### Solicitors Ordered to be Struck Off the Rolls.

24th October.—JOHN DAVID JONES.  
24th October.—JOHN CROSBY GILMORE.  
24th October.—HENRY HARBIDGE JENNENS, 189, Kentish Town-road, N.W.

### Solicitors Ordered to be Suspended.

25th October.—CHARLES PATEY, 9, Regent-street, S.W., suspended for six months.  
25th October.—EDGAR RAINIER RATCLIFFE, Spencer-road, Ryde, suspended for six months.

## New Orders, &c.

### Rules of the Supreme Court.

Notice is hereby given, in pursuance of the Rules Publication Act, 1893, that the Rule Committee of the Supreme Court propose to make the following Rules:—

#### ORDER LXIV., RULE 11.

Rules of the Supreme Court, dated the 24th day of October, 1917.

#### Time of day for Service.

1. The hour of five shall be substituted for the hour of six as the hour before which service of pleadings, notices, summonses, orders, rules, and other proceedings, shall be effected on days other than Saturdays, and Rule 11 of Order LXIV. of the Rules of the Supreme Court shall be amended accordingly.

2. These Rules shall come into effect on the 29th day of October, 1917, and shall have effect during the continuance of the present war and for a period of six months after the termination thereof or for such longer period as the Lord Chancellor may by order allow.

3. These Rules may be cited as the Rules of the Supreme Court (Time of day for Service), 1917.

And We, the said Rule Committee of the Supreme Court, hereby certify under the Rules Publication Act, 1893, that on account of urgency the said Rules should come into immediate operation, and we hereby make the said Rules to come into operation forthwith as Provisional Rules.

Dated the 24th day of October, 1917

## Supreme Court Funds Rules, 1917.

Lord Chancellor's Office,

23rd October, 1917.

Draft of a Rule proposed to be made by the Lord Chancellor, with the concurrence of the Lords Commissioners of H.M. Treasury, for the amendment of the Supreme Court Funds Rules, 1915.

I, Robert Bannatyne, Lord Finlay, Lord High Chancellor of Great Britain, with the concurrence of the Lords Commissioners of His Majesty's Treasury, do hereby, in pursuance of the powers contained in the Court of Chancery Funds Act, 1872, the Supreme Court of Judicature Act, 1875, the Supreme Court Funds, &c., Act, 1863, the Supreme Court of Judicature Procedure Act, 1884, and of every other power enabling me in that behalf, make the following rules:—

1. The following paragraph shall be added to Rule LXVIII. :—

"(c) When the dividends or interest out of which the annuities are to be paid have not been subjected to a deduction for Income Tax at the source, the deduction for Income Tax from the annuities shall be made at the rate in force at the time of payment of the annuities, and the Paymaster, notwithstanding Rule 45 of these Rules, shall transfer the tax deducted from such annuities to the proper account of the Commissioners of Inland Revenue at the Bank, unless in any case the Court shall otherwise direct, or a

certificate is produced from the Commissioners of Inland Revenue that no claim is made by them in respect of such tax."

2. These Rules may be cited as the Supreme Court Funds Rules, 1917. (Signed) FINLAY, C.

We certify that these Rules are made with the concurrence of the Commissioners of His Majesty's Treasury.

(Signed) JAMES PARKER.  
J. TOWYN JONES.

## Courts (Emergency Powers), England.

### COUNTY COURTS

THE COUNTY COURTS (EMERGENCY POWERS) RULES, 1917, DATED THE 4TH DAY OF OCTOBER, 1917, MADE BY THE LORD CHANCELLOR FOR COUNTY COURTS UNDER THE COURTS (EMERGENCY POWERS) ACTS, 1914 TO 1917 (4 & 5 GEO. 5, c. 78; 6 & 7 GEO. 5, c. 13; 6 & 7 GEO. 5, c. 18; 7 & 8 GEO. 5, c. 25).

#### Preliminary.

The following Rules under the Courts (Emergency Powers) Acts, 1914 to 1917, shall apply to the County Courts and to the City of London Court, which shall for the purposes of these Rules be deemed to be a County Court.

These Rules shall be read and construed as if they were contained in the Consolidated County Courts (Emergency Powers) Rules, 1916 (herein referred to as the Principal Rules). They may be cited as the County Courts (Emergency Powers) Rules, 1917, or each Rule may be cited as if it had been one of the Principal Rules, and had been numbered therein by the number placed in the margin opposite such Rule. They shall come into operation on the 8th day of October, 1917, and shall apply to all proceedings pending on that day.

#### Applications under Paragraph (a).

1. Rule 1 (1) (a). Meaning of "paragraph (a)." 7 & 8 Geo. 5, c. 25, s. 8.]—Paragraph 1 (1) of the Principal Rules shall be read as if the words "and section eight of the Courts (Emergency Powers) Act, 1917," were inserted therein after the words "the Courts (Emergency Powers) Act, 1916."

#### Execution against Goods.

Rule 6a of the Principal Rules (Rule 1 of the Additional County Courts (Emergency Powers) Rules, 1916) is hereby annulled, and the following Rule shall stand in lieu thereof, viz.:—

2. Rule 6a. Conditions to be complied with on application for issue of execution without leave. [(1) Where in any proceedings application is made for the issue of a warrant of execution against goods without leave of the Court, then, unless it sufficiently appears on the face of the proceedings that the judgment or order is for the payment or recovery of a sum of money to which the Courts (Emergency Powers) Acts, 1914 to 1916, as amended by the Courts (Emergency Powers) Act, 1917, do not apply, the warrant shall not issue without leave unless the following conditions are complied with.

(2) The applicant shall be required to state in the præcipe, in the form appended to this Rule,

(a) whether the debtor is or is not an officer or a man of His Majesty's Forces, or that the fact is not known; and

(b) if it is stated that he is not, that the judgment or order is not for the payment or recovery of a sum of money payable in pursuance of a contract made before the beginning of the fourth day of August, nineteen hundred and fourteen, or of a contract for rent not amounting to fifty pounds per annum made after the beginning of that day; or

(c) if it is stated that he is, that the judgment or order is not for the payment or recovery of a sum of money payable in pursuance of a contract made before the beginning of the eleventh day of April, nineteen hundred and sixteen, or before the debtor joined the Forces, or of a contract for rent not amounting to fifty pounds per annum made after the beginning of that day, or on or after the date on which the debtor joined the Forces; or

(d) if it is stated that the fact is not known, that the payment or order is not for the payment or recovery of a sum of money payable in pursuance of a contract made before the beginning of the eleventh day of April, 1916, or of a contract for rent not amounting to fifty pounds per annum made after the beginning of that day:

#### [Form of Statement.]

(a) Debtor not an officer or a man of H.M.'s Forces: or

Debtor an officer [or a man] of H.M.'s Forces: or

Not known whether debtor an officer or a man of H.M.'s Forces.

(b) Debt not on contract before, or for rent under 50l. per annum on contract on or after 4th August, 1914.

(c) Debt not on contract before 11th April, 1916, or before the debtor joined the Forces, or for rent under 50l. per annum on contract on or after 11th April, 1916, or on or after the date on which the debtor joined the Forces.

(d) Debt not on contract before, or for rent under 50l. per annum on contract on or after, 11th April, 1916.



### Applications under Paragraph (b).

3. Rule 9 (1) (ii) (a). *Meaning of "paragraph (b)."* 7 & 8 Geo. 5, c. 25, s. 8.—Paragraph (1) (ii) of Rule 9 of the Principal Rules shall be read as if the words "and section eight of the Courts (Emergency Powers) Act, 1917," were inserted therein after the words "the Courts (Emergency Powers) (Amendment) Act, 1916."

4. Rule 11 a. *Application by summons.*—Rule 11 of the Principal Rules shall be read as if the words and figures "1914 to 1917" were inserted therein instead of the words and figures "1914 to 1916."

### Fees.

5. Rule 25a. *Fees.*—Paragraph 2 (a) of Rule 25 of the Principal Rules shall be read as if the words "Schedule B" were inserted therein instead of the words "Schedule A."

### Forms.

6. Rule 27 (1) (a). *Forms.*—(1) Whenever the words and figures "1914 to 1916" occur in the forms in the Appendix to the Principal Rules, the words and figures "1914 to 1917" shall be substituted therefor.

(2) Rule 27 (2) (a). *Amendment of note to Form 2.*—The words "the Courts (Emergency Powers) Act, 1914," shall be substituted for the words "the Emergency Powers Act, 1914," in the note to Form 2 in the Appendix to the Principal Rules.

(3) Rule 27 (3) (a). *Form of additional note.*—The additional note in the Appendix hereto shall be substituted for the additional notes to the forms numbered 1, 2, 3 and 5 in the Appendix to the Principal Rules.

### Special Provisions as to Officers and Men of His Majesty's Forces.

7. Rule 28 (a). *Applications in cases of contracts with members of H.M.'s Forces before joining the Forces.* 7 & 8 Geo. 5, c. 25.—Rule 28 of the Principal Rules shall be read as if the words "and section eight of the Courts (Emergency Powers) Act, 1917," were inserted therein after the words and figures "the Courts (Emergency Powers) (Amendment) Act, 1916," and as if the words "or in pursuance of a contract made before the officer or man has joined His Majesty's Forces," were inserted therein after the words "nineteen hundred and fourteen."

8. Rule 29 (5) (a). *Amendment of Form 8.*—The words "determine his tenancy" shall be substituted for the words "determined the tenancy" in Form 8 in the Appendix to the Principal Rules.

### Increase of Rent, &c., Rules, 1916.

9. *Increase of rent, &c., Rules, 1916, No. 2, annulled.*—The Increase of Rent and Mortgage Interest (War Restrictions) Rules, 1916, No. 2, dated 26th June, 1916, are hereby annulled.  
The 4th day of October, 1917.

(Signed) FINLAY, C.

We, the undersigned, two of the Commissioners of His Majesty's Treasury, do hereby, with the consent of the Lord Chancellor, order that Rule 25 of the Consolidated County Courts (Emergency Powers) Rules, 1916, shall be altered as provided by Rule 5 of the foregoing Rules.

(Signed) J. W. PRATT.

J. TOWIN JONES.

I concur in the above order as to fees.

(Signed) FINLAY, C.

The 4th day of October, 1917.

### APPENDIX.

Additional Note to be substituted for Additional Note to Forms 1 to 4 in the Appendix to the Principal Rules.

ADDITIONAL NOTE—to be added where the debtor is known to be or may be an officer or a man of His Majesty's Forces:—

And in the case of an officer or a man of His Majesty's Forces, the Courts (Emergency Powers) (Amendment) Act, 1916, as extended by section eight of the Courts (Emergency Powers) Act, 1917, provides that the Principal Act shall apply to any sum of money due and payable in pursuance of a contract made before the 11th day of April, 1916, whether such contract was made before or after the beginning of the 4th day of August, 1914, or in pursuance of a contract made before the officer or man has joined His Majesty's Forces, and that the discretion of the Court may be exercised although the debtor's inability to pay may not be due to such circumstances. If the latter Acts apply to you, it is for you to bring to the notice of the Court any facts calculated to induce the Court to exercise its discretion in your favour.

### War Orders and Proclamations, &c.

The *London Gazette* of 26th October contains the following:—

1. An Order in Council, dated 23rd October (printed below), making new Defence of the Realm Regulations.

2. An Order in Council, dated 23rd October (printed below), transferring certain War Office Powers and Duties to the Director-General of National Service.

3. An Order in Council, dated 26th October, varying the Statutory List under the Trading with the Enemy (Extension of Powers) Act,



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CAPITAL PAID UP	5,008,672
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DEPOSITS, &c. (Oct., 1917)	159,041,262
ADVANCES, &c. do.	62,433,784

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1916. Additions are made as follows:—Argentine, Paraguay and Uruguay (13); Brazil (6); Chile (3); Ecuador (1); Greece (2); Morocco (2); Netherlands (1); Netherlands East Indies (9); Norway (7); Persia (1); Peru (2); Spain (20); Sweden (3); Venezuela (1). There are also a number of removals from and variations in the List. A List (The Consolidating List, No. 37a) consolidating all previous Lists was published on the 12th October, 1917, and, together with the present List, contains all the names which up to this date are included in the Statutory List.

The usual notices are appended to the List (see *ante*, p. 10).

4. The Paper Restriction (Posters and Circulars) Consolidation Order, 1917, dated 22nd October 1917, made by the Board of Trade under Regulations 2r, 2s, 2t of the Defence of the Realm Regulations.

5. A Ministry of Munitions Order, dated 23rd October (printed below) relating to Tar Oils.

6. Rules, dated 22nd October, issued by the Admiralty under Defence of the Realm Regulation 35a, for securing the safety of H.M. Ships and Vessels while undergoing refit or repair in Shipyards of the United Kingdom (other than Royal Dockyards) and for securing the safety of workmen and all other persons boarding any such Ship or Vessel.

7. Rules, dated 11th October, issued by the Admiralty under the Defence of the Realm Regulations, for securing the safety of persons employed in any factory or workshop or in any part thereof in which Smoke Boxes are being manufactured for the Admiralty and for regulating the manner in which work upon Smoke Boxes shall be carried on.

8. A Notice that the following Orders have been made by the Food Controller:—

The Flour and Bread (Prices) Order, 1917, General Licence, 12th October (*ante*, p. 27).

The Potato Bags (Returns) Order, 13th October, 1917 (*ante*, p. 27).

The Currants and Sultanias (Requisition) Order, 13th October, 1917 (*ante*, p. 27).

The *London Gazette* of 30th October contains the following:—

9. A Foreign Office (Foreign Trade Dept.) Notice, dated 30th October, that certain additions or corrections have been made to the list published as a supplement to the *London Gazette* of 17th August, 1917, of persons to whom articles to be exported to China may be consigned.

10. An Order, dated 24th October, of the Secretary of State, under Regulation 14a of the Defence of the Realm Regulations, imposing Restrictions on persons proceeding to or from Tory Island.

11. A Notice of an appointment to an Appeal Tribunal under the Military Service Act, 1916, as follows:—Mr. Percival George Robinson, of 8, Wellesley-road, Ilford, to be a member of the Appeal Tribunal for the County of Essex, including the County Boroughs of East Ham, West Ham and Southend-on-Sea.

12. The Raw Cotton (Second Census) Order, 1917, dated 19th October (printed below), made by the Board of Trade.

13. The Horse Hides Order, 1917, dated 23rd October (printed below), made by the Army Council.

14. An Agreement between the Director-General of National Service and the Army Council, under The Ministry of National Service Order, 1917, dated 30th October (printed below), for transferring further Powers relating to Tribunals.

15. A Notice that the following Orders have been made by the Food Controller,—

The Intoxicating Liquor (Output and Delivery Order, No. 3, 15th October, 1917 (held over).

The Bacon, Ham and Lard (Maximum Prices) Order, 1917 (61 SOLICITORS' JOURNAL, p. 748), General Licence, 17th October (held over).

The Jam (Prices) Order, 1917, General Licence, 16th October (applies to the Orkney and Shetland Islands).

16. The following Orders have also been made by the Food Controller :—

The Sugar Order, 12th October, 1917 (printed below).

The Beer (Prices and Description) Order, 15th October, 1917 (held over).

### Orders in Council.

#### NEW DEFENCE OF THE REALM REGULATIONS.

[Recitals.]

It is hereby ordered, that the following amendments be made in the Defence of the Realm Regulations :—

##### *Food Control..*

1. Regulation 2s shall be amended by the substitution for the words from "and the Food Controller" to the end of sub-section (1) thereof of the following words "and the Food Controller may by order provide for the exercise and performance by local or other bodies constituted by or under any order of the Food Controller of such powers and duties as may be conferred or imposed on them by the Food Controller."

##### *Travelling to Ireland.*

2. In Regulation 14s after the words "Army Council" there shall be inserted the words "or the Director-General of National Service."

##### *Air-Raid Shelter.*

3. After Regulation 17 the following regulation shall be inserted :—

"17A. (1) It shall be the duty of the occupier of any premises, on being required so to do by the chief officer of police of the police area in which the premises are situated, or any person authorised by him, to allow those premises or any part thereof to be used by the public as a shelter against hostile attack by air and to take all such steps as may be so required for the purpose of making the premises available as such shelter at such times as they may be required for the purpose.

"(2) The chief officer of police of the police area in which any premises are situated, or any person authorised by him, may enter and inspect the premises with a view to ascertaining whether they are suitable for use for such purpose as aforesaid or whether any requirement made with respect to the premises under the preceding provisions of this regulation has been complied with.

"(3) If any person fails to comply with any requirement made under the provisions of this regulation or obstructs any chief officer of police or any person authorized as aforesaid in the execution of his powers under this regulation he shall be guilty of a summary offence against these regulations."

"17B. Where any building abutting on or near to any street or other public place has suffered structural damage in consequence of any hostile action the proper officer of the local authority shall, on receiving notice from the chief officer of police that a proper hoarding ought to be erected in front of the building and that no such hoarding has been erected by the occupier of the building, forthwith erect in front of the building an hoarding not less than twelve feet in height.

"For the purposes of this regulation the expression 'local authority' means the council of a municipal or metropolitan borough or of a town or of an urban or rural district, and the expression 'proper officer' means the borough surveyor or other similar officer."

##### *Signal Lights and Fireworks.*

4. The following shall be substituted for Regulation 26 :—

"26. No person shall without the permission of the competent naval or military authority, or some person authorised by him—

(1) display any light or make or keep burning any fire in such a manner as to serve as a signal, guide, or landmark; or

(2) ignite or otherwise make use of any fireworks or other similar device;

and if any person acts in contravention of this regulation he shall be guilty of an offence against these Regulations."

##### *Transfer of Interests in Mines.*

5. Regulation 30s shall be amended as follows :—

(1) By the insertion after the words "any mine to which this regulation applies" the words "or any interest in an oil-field."

(2) By the insertion after the words "such a mine" of the words "or any interest in an oil-field, or by a company having directly or indirectly by means of the holding of shares in any other company or otherwise the control of such a mine or oil-field."

(3) By the substitution for the words "mines situated in the United Kingdom" of the words "mines wherever situated."

##### *Wireless Apparatus on British Ships.*

6. Regulation 37s shall be amended by the substitution of the following sub-sections for sub-sections (1) (2) and (3) thereof :—

"(1) Every British sea-going ship of sixteen hundred tons gross tonnage or upwards in respect of which a licence to instal wireless telegraph apparatus has been granted by the Postmaster-General shall be provided with a wireless telegraph installation, and shall maintain a wireless telegraph service, and shall be provided with two certified operators, together with suitable accommodation for the apparatus and operators."

"(2) Application to the Postmaster-General in a form prescribed by him for such a licence shall, unless a licence has before the making of this regulation been granted in respect of the ship, be made as follows :—

(a) As regards every such ship which is registered in the United Kingdom, by the owner on or before the thirteenth day of November, nineteen hundred and seventeen;

(b) As regards every such ship which is registered elsewhere than in the United Kingdom, by the master within two days after the date on which the ship first arrives in the United Kingdom after the twenty-third day of October, nineteen hundred and seventeen."

"(3) The Postmaster-General shall, as and when wireless telegraph apparatus and the services of operators become available for the purpose, cause licences to be issued in respect of such ships as in the opinion of the Admiralty should in the national interests be fitted with such apparatus, and the licences shall specify the date as from which the carrying of such apparatus under this regulation is to be compulsory, the character of the apparatus, and the qualifications of the operators."

##### *Cocaine and Opium.*

7. Regulation 40s shall be amended as follows :—

(1) By the substitution of the following new sub-section for sub-section (7) :—

"(7) If any person—

(a) prepares opium for smoking; or

(b) deals in or has in his possession any opium prepared for smoking; or

(c) being the occupier of any premises permits those premises to be used for the purpose of the preparation of opium for smoking or for the sale or smoking of opium prepared for smoking; or

(d) is concerned in the management of any premises used for any of such purposes as aforesaid; or

(e) has in his possession any pipes or other utensils for use in connection with the smoking of opium or any utensils for use in connection with the preparation of opium for smoking;

or  
(f) frequents any place used for the purpose of opium smoking;

he shall be guilty of a summary offence against these regulations."

(2) By the substitution of the following new sub-section for sub-section (8) :—

"(8) Every person who has dealings in cocaine or opium (including sales to persons outside the United Kingdom) shall comply with the following provisions :—

(a) He shall enter or cause to be entered in a book kept for the purpose such particulars with respect to all dealings in cocaine or opium effected by him as the Secretary of State may prescribe;

(b) He shall make the entry with respect to any transaction on the day on which the transaction is effected;

(c) Where he carries on business at more than one set of premises he shall keep a separate book in respect of every set of premises;

(d) He shall keep the book in some part of the premises to which it relates so that it shall at all reasonable times be available for inspection by any person authorized in that behalf by the Secretary of State, and shall allow any person so authorized at all reasonable times to inspect it;

(e) He shall not cancel, obliterate, or alter any entry in the book or make therein any entry which is untrue in any particular.

"If any person fails to comply with any of the provisions aforesaid he shall be guilty of a summary offence against these regulations."



*Malingering.*

## 8. Regulation 40c shall be amended as follows:—

(1) For the words from the beginning of the regulation down to and including the words "military law" the following shall be substituted:—

"If—

(a) any man of His Majesty's Reserve Forces not for the time being subject to the Naval Discipline Act or to military law; or

(b) any man who holds a certificate of exemption from military service; "

(2) For paragraph (a) there shall be substituted the following paragraph:—

"(a) Wilfully produces any disease or infirmity or the appearance thereof in, or maims or injures, any man belonging to any of His Majesty's Forces (including the reserve forces) or any man who holds a certificate of exemption from military service, whether or not he knew that the man belonged to such forces or held such a certificate; or "

*Powers of Director-General of National Service.*

9. In Regulation 41A for the words "the Army Council" wherever those words occur there shall be substituted the words "the Director-General of National Service."

10. In Regulation 41AA for the words "the Army Council" there shall be substituted the words "the Director-General of National Service."

11. In Regulation 45B for the words "the Army Council" there shall be substituted the words "the Director-General of National Service."

12. In Regulation 45C for the words "the Army Council" where they first occur there shall be substituted the words "the Director-General of National Service," and after the words "the Army Council" where they secondly occur there shall be inserted the words "or of the Director-General."

13. The following regulation shall be inserted after Regulation 45D:—

"45E. Any officer or person authorized in that behalf by the Director-General of National Service shall for the purposes of the attestation of soldiers in pursuance of Part II. of the Army Act, have the authority of a justice of the peace and be deemed to be included in the expression 'justice of the peace' wherever used in that Part of that Act in relation to the attestation of soldiers."

14. In Regulation 53 after the words "a police constable" and after the words "the competent naval or military authority" there shall be inserted the words "or any person duly authorized in that behalf by the Director-General of National Service."

15. In Regulation 53B after the words "duly authorized by him" there shall be inserted the words "or for any person duly authorized by the Director-General of National Service."

16. The following regulation shall be inserted after Regulation 56A:—

"56B. (1) Any officer or other person authorized in that behalf by the Director-General of National Service may, although he is not a counsel or solicitor, prosecute or conduct before any court of summary jurisdiction, any proceedings arising out of any matters with respect to which powers or duties are for the time being vested in or performed by the Director-General of National Service.  
"(2) This regulation shall not apply to Scotland."

23rd October.

**TRANSFER OF POWERS TO DIRECTOR-GENERAL OF NATIONAL SERVICE.**

Whereas it is enacted by Section 1 of the Ministry of National Service Act, 1917, that it shall be lawful for His Majesty to appoint a Minister of National Service under the title of Director-General of National Service, and that the Director-General of National Service (hereinafter referred to as the Director-General) shall have such powers and duties of any Government department or authority, whether conferred by statute or otherwise, as His Majesty may by Order in Council transfer to him or authorize him to exercise or perform concurrently with or in consultation with the Government department or authority concerned:

And whereas by virtue of Section 14 of the New Ministries and Secretaries Act, 1916, as applied by sub-section (2) of Section 2 of the Ministry of National Service Act, 1917, where any powers or duties are transferred by virtue of the said last-mentioned Act the transfer is to take effect as from a date to be fixed by Order of His Majesty in Council, and different dates may be fixed for different powers and duties:

Now, therefore, His Majesty in pursuance of the powers conferred on Him by the said recited Acts and of all other powers enabling Him in that behalf, is pleased, by and with the advice of His Privy Council, to order, and it is hereby ordered, as follows:—

1. There shall be transferred to the Director-General by virtue of this Order all powers and duties of the Army Council or the Secretary of State under the enactments mentioned in Part I. of the Schedule to this Order, and those enactments shall accordingly be construed and have

effect as if the Director-General were specified therein instead of the Army Council or the Secretary of State, as the case may be.

2. If the Director-General and the Army Council at any time after the date of this Order agree that any other powers or duties of the Army Council, Secretary of State, or any military authority, in relation to recruiting, enlistment, the calling up of the reserve forces, exempting from service, or otherwise in relation to the provision of men for the Army, ought to be transferred to the Director-General, those powers and duties shall on notice to that effect being given by the Director-General and the Army Council, be thereupon transferred by virtue of this Order to the Director-General.

3. The Director-General may exercise concurrently with the Army Council or Secretary of State, as the case may be, the powers conferred by the enactments mentioned in Part II. of the Schedule to this Order, and those enactments shall accordingly be construed and have effect as if the Director-General were specified therein in addition to the Army Council or the Secretary of State, as the case may be.

4. A reference to any of the enactments mentioned in the Schedule to this Order shall be deemed to include a reference to any of those enactments as applied to any other subject matter by any other enactments.

5. Nothing in this Order shall affect the validity of any regulations or orders made, any action taken, or any forms authorized before this Order comes into operation by the Army Council, Secretary of State, or any other authority, and any such regulations, orders, or forms, shall until revoked or varied by the Director-General, continue in force as though they had been made or authorized by the Director-General under the powers vested in him under this Order.

6. This Order shall come into operation on the first day of November, 1917:

Provided that if the Director-General is of opinion that it is expedient to postpone the operation of this Order, either generally, or as respects any particular area in the United Kingdom, or as respects the transfer of any particular power or duty, he may at any time before the said first day of November and thereafter from time to time, by order, postpone the operation of this Order accordingly to a date or dates not later than the first day of May, 1918, and if any order is so made by the Director-General this Order shall have effect accordingly.

7. (1) This Order may be cited as the Ministry of National Service Order, 1917.

(2) The Interpretation Act, 1889, applies to the interpretation of this Order as it applies to the interpretation of an Act of Parliament.

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SCHEDULE.  
PART I.

## ENACTMENTS RELATING TO POWERS AND DUTIES TRANSFERRED.

Enactment.	Subject matter of Enactment.	Present Authority.
The Army Act :— s. 80 (1) - - -	Power to authorise form of notice to recruits.	The Army Council.
s. 80 (4) (a) - -	Power to authorise form of attestation paper.	The Army Council.
s. 82 (1) - - -	Power to make general or special regulation as to recruiting.	The Army Council.
s. 93 - - -	Power to make general or special orders as to recruiting, &c.	The Army Council.
s. 95 (1) - - -	Duty in relation to enlistment of aliens.	The Secretary of State.
s. 100 (3) - - -	Power and duty to consider claims for discharge on ground of invalid attestation, &c.	The Army Council.
The Reserve Forces Act, 1882 :— s. 12 (2) - - -	Power and duty in relation to calling out the Reserve Forces.	The Secretary of State.
s. 20, so far as the powers conferred thereby relate to recruiting, enlistment, the calling up of the Reserve Forces, exempting from service, or otherwise to the provision of men for the Army.	Powers in relation to regulations as to Reserve Forces.	The Secretary of State.
The Military Service Act, 1916 :— s. 2 (2) - - -	Powers in relation to certificates of exemption.	The Army Council.
s. 3 (1) - - -	Powers in relation to certificates of exemption.	The Army Council.
Second Schedule (provision as to appeal).	Powers to authorise appeals	The Army Council.
The Military Service Act, 1916. (Sess. 2):— s. 10 (1) - - -	Power to authorise persons to require production of certificate of exemption.	The Army Council.
The Military Service Act (Review of Exceptions), 1917 :— s. 1 - - -	Powers in relation to calling up of excepted men for examination.	The Army Council.

## PART II.

## ENACTMENTS RELATING TO POWERS TO BE EXERCISED CONCURRENTLY :

The Army Act :— s. 101 - - -	Exercise of powers of competent military authority	The Army Council.
s. 167 (1) - - -	Power to authorise summary proceedings in Scotland.	The Army Council.
The Reserve Forces Act, 1882 :— s. 24 (4) - - -	Power to require constables, &c., to conform with orders and regulations.	The Secretary of State.

Ministry of National Service Order, 1917.  
AGREEMENT TRANSFERRING FURTHER POWERS  
RELATING TO TRIBUNALS.

1. Pursuant to Clause 2 of the Ministry of National Service Order, 1917, of the 23rd October, 1917, the Director-General of National Service and the Army Council hereby agree that the powers and duties of the Army Council, or Military Authority set out in the schedule to this agreement, which relate to recruiting, the calling up of the Reserve

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G. H. MAYNE, Secretary.

Forces, exempting from service, or otherwise to the provision of men for the Army, ought to be transferred to the Director-General of National Service.

2. It is also agreed by the Director-General of National Service and the Army Council that notice of this agreement shall be given by the publication of a copy of this agreement in the *London Gazette*, whereupon the said powers and duties shall be transferred to the Director-General of National Service by virtue of the Ministry of National Service Order, 1917.

Dated this 30th day of October, 1917.

R. H. BRADE.  
A. C. GEDDES.

## SCHEDULE REFERRED TO.

The undermentioned powers and duties conferred or directed by the respective regulations made by the Military Service Regulations (Amendment) Order, 1916, Schedule, the Military Service (Professional Committees Regulations) Order, 1916, Schedule, and the Military Service Regulations (Amendment) Order, 1917, Schedule :—

(1.) Powers of authorization of Military representatives and others to act in connection with applications and appeals to Tribunals conferred or directed by the Military Service Regulations (Amendment) Order, 1916, Schedule. Definitions and Part I., Section II., Rule (19), and Part II., Section I., Rule 10.

2. Power to consent to the rehearing by Tribunals of cases of men who have been sent Calling Up Notices, conferred or directed by the Military Service Regulations (Amendment) Order, 1916, Schedule, Part III., Rule 2, as amended by the Military Service Regulations (Amendment) Order, 1917, Schedule, Section III., Rule 3.

3. Powers in relation to the appointment and recognition of Central and Local Professional Medical Committees to deal with applications for exemption by Medical Practitioners, conferred or directed by the Military Service (Professional Committees Regulations) Order, 1916, Schedule, Article 1 (1) (2) and (3) and Article 5 (1) and (3), and the Military Service (Professional Committees Regulations) Amendment Order, 1917, Schedule, Article 1.

4. Consultative power with reference to directions by the Local Government Board as to applications for exemption in respect of men engaged in Multiple Shops, being dealt with by Tribunals for the Area in which the Head Office of the undertaking is situated conferred or directed by the Military Service Regulations (Amendment) Order, 1916, Schedule, Part I., Section II., Rule 10 (proviso), as amended by the Military Service Regulations (Amendment) Order, 1917, Schedule, Section III., Rule 1.

## Board of Trade Order.

## THE RAW COTTON (SECOND CENSUS) ORDER, 1917.

The Board of Trade deeming it desirable to make further exercise of their powers under Regulation 2g of the Defence of the Realm Regulations, hereby order as follows :—

1. *Returns by Manufacturers.*—Every person who spins and every person who spins and manufactures raw cotton shall, on or before the 31st day of October, 1917, make a return to the Cotton Control Board in the form contained in the First Schedule to this Order, giving such particulars of his business as are required by such form.

2. *Returns by Dealers.*—Every person who deals in raw cotton other than a member of the Liverpool or Manchester Cotton Associations shall, on or before the 31st day of October, 1917, make a return to the Cotton Control Board in the form contained in the Second Schedule to this Order, giving such particulars of his business as are required by such form.

3. *Liverpool and Manchester.*—Every person who deals in cotton who is a member of the Liverpool or Manchester Cotton Associations shall, if and when required by the Cotton Control Board, make a return to them giving such particulars of their business in such form as the Cotton Control Board may direct.

4. *Title.*—This Order may be cited as the Raw Cotton (Second Census) Order, 1917.

Note.—Copies of the Order, with Schedules, can be obtained from the Cotton Control Board, Victoria Hotel, Manchester.  
19th October.



## Army Council Order.

## THE HORSE HIDES ORDER, 1917.

In pursuance of the powers conferred upon them by the Defence of the Realm Regulations the Army Council hereby order as follows:—

1. *Cancellation.*—The Order made by the Army Council relating to Raw Hides taken from horses or mules and dated the 4th day of July, 1917, is hereby cancelled.

2. *Restriction on Dealings.*—No Raw Hides taken from horses slaughtered in the United Kingdom or the Isle of Man or imported in the wetsalted state into the United Kingdom shall after the 5th day of November be bought by or on behalf of any tanner or delivered to any tanner or to any person on his behalf without a permit issued by or on behalf of the Director of Raw Materials or at prices other than those set out in the schedule hereto annexed or at such other prices as in any particular case may be allowed by or on behalf of the Director of Raw Materials.

3. *Returns.*—All persons concerned in any of the transactions herein referred to shall furnish such particulars as to their purchases or sales of or other dealings in such hides as may be required by or on behalf of the Director of Raw Materials.

4. *Conditions of Permits.*—All persons to whom any permit may be issued by or on behalf of the Director of Raw Materials are required to comply strictly with any conditions that may be imposed by such permit. It shall be the duty of all tanners to communicate to any person buying on their behalf the conditions of any permit granted to such tanner and for the time being in force, and it shall be the duty of all parties to any of the transactions herein referred to to require or disclose as the case may be all such information as may be required by such parties as aforesaid or by the Director of Raw Materials for the purpose of satisfying them or him that the provisions of this Order have not been contravened.

5. *Priority.*—Priority shall be given by all tanners to the treatment of Horse Hides issued by or on behalf of the Director of Raw Materials over the treatment of Horse Hides obtained from elsewhere.

6. *Directions.*—Any directions that may be given by or on behalf of the Director of Raw Materials for the purpose of this Order shall be strictly complied with by all tanners.

7. *Offences.*—Any person failing to comply with any provision hereof or with any condition of any permit issued hereunder or with any requirement or direction made or given hereunder shall be guilty of an offence against such regulations.

8. *Title.*—This Order may be cited as the Horse Hides Order, 1917. 23rd October.

## [SCHEDULE OF PRICES.]

## Ministry of Munitions Order.

## TAR OILS.

The Minister of Munitions, in exercise of the powers conferred upon him by the Defence of the Realm Regulations and all other powers thereunto enabling him, gives notice and orders as follows:—

1. *Requisitioning of Tar Oils.*—He hereby takes possession as from the 1st November, 1917, until further notice, of all tar oils then or thereafter situate in the United Kingdom produced or derived from gas coal tar or coke oven tar of a specific gravity of 1,000 or exceeding 1,000, or produced or derived from water: gas tar, producer tar or Mond gas tar of any specific gravity.

2. *Offences.*—If any person having control of any tar oil to which this Order applies without the consent of the Minister of Munitions sells, removes, or secretes it or deals with it in any way contrary to any conditions imposed in any licences that be granted in respect thereof, he will be guilty of an offence against the Defence of the Realm Regulations.

3. *Restriction on Dealings.*—No person shall on or after the 1st November, 1917, until further notice purchase or take delivery of any tar oil situate in the United Kingdom except under and in accordance with the terms of a licence issued under the authority of the Minister of Munitions, or offer to sell, sell, supply, or deliver any such tar oil to any person other than the holder of such a licence and in accordance with the terms thereof. Provided that no such licence shall be required:—

(a) By any person for the purchase and delivery of tar oil in quantities not exceeding an aggregate of 5 gallons during one calendar month.

(b) By any person, after the first application by him for any pending the granting or refusal of a licence, or the delivery to him under a contract in writing existing at the date hereof of tar oil for the purpose of benzol washing or the manufacture of disinfectants, antiseptic drugs, lamp or vegetable black, or fuel, to an amount not exceeding during any one calendar month the amount of the average monthly deliveries under such contract during the three calendar months immediately preceding the date hereof.

4. *Maximum Prices.*—No purchase or sale of tar oil situated in the United Kingdom, or offer to purchase or sell any such tar oil whether such purchase, sale or offer is or is not under any licence issued under the authority of the Minister of Munitions, shall, in the case of any

class of tar oil specified in the Schedule hereto, be until further notice at a price exceeding the price fixed for the same in the said schedule, provided that this clause shall not apply to any deliveries under and in pursuance of a contract in writing entered into prior to the 13th July, 1917.

5. *Restriction on Use.*—No person, whether he is or is not the actual producer of such tar oil shall on and after the 1st November, 1917, until further notice use any tar oil exceeding in quantity 5 gallons in any one calendar month for the purpose of or in connection with any manufacture or work except under and in accordance with the terms of a Licence issued under the authority of the Minister of Munitions.

6. *Returns.*—All persons producing or holding stocks of tar oils shall furnish to the Controller of Explosives Supply, Storey's Gate, Westminster, S.W. 1, as and when required by him such returns of tar oils at any time manufactured, purchased, sold, supplied, delivered or used by them at such times and in such form as the said Controller of Explosives Supply shall from time to time direct.

7. *Continuance of Returns.*—All persons heretofore required by the Minister of Munitions to furnish returns relating to tar oil shall until further notice continue to furnish returns in accordance with such previous requirements.

8. *Definition.*—For the purpose of this Order the expression "tar oil" shall mean Creosote Oil, Green Oil, Sharp Oil, Anthracene Oil, and other oils produced from or containing an admixture of oil produced from the distillation of Coal Tar, Coke Oven Tar, Producer Tar, Water Gas Tar and Mond Gas Tar or any of them.

9. *Cancellation.*—The Order of the Minister of Munitions dated the 13th July, 1917, relating to Creosote and other oils produced from the distillation of coal tar is hereby cancelled as from the 1st November, 1917, but such cancellation shall not affect the previous operation of that Order prior to such last mentioned date or the validity of any action taken under it, or the liability to any penalty or punishment in respect of any contravention or failure to comply with the same respectively prior to its cancellation, or any proceeding or remedy in respect of such penalty or punishment.

10. *Licences.*—All applications for licences under this Order shall be made to the Controller, Mineral Oil Production Department, Ministry of Munitions, 8, Northumberland Avenue, W.C. 2. 23rd October.

## THE SCHEDULE.

## [MAXIMUM PRICES.]

## THE HOSPITAL FOR SICK CHILDREN, GREAT ORMOND STREET, LONDON, W.C. 1.

The  
**CHILDREN OF TO-DAY**  
are the  
**CITIZENS OF TO-MORROW.**

THE need for greater effort to counterbalance the drain of War upon the manhood of the Nation, by saving infant life for the future welfare of the British Empire, compels the Committee of The Hospital for Sick Children, Great Ormond-street, London, W.C. 1, to plead most earnestly for increased support for the National work this Hospital is performing in the preservation of child life.

The children of the Nation can truthfully be said to be the greatest asset the Kingdom possesses, yet the mortality among babies is still appalling, while the birthrate is slowly but surely declining.

FOR over 60 years this Hospital has been the means of saving or restoring the lives and health of hundreds of thousands of Children, and of instructing Mothers in the knowledge of looking after their children.

£5,000 has to be raised immediately to keep the Hospital out of debt.

Forms of Gift by Will to this Hospital can be obtained on application to—

JAMES MCKAY, Acting Secretary.

## Food Control Order.

## THE SUGAR ORDER, 1917.

In exercise of the powers conferred upon him by the Defence of the Realm Regulations and of all other powers enabling him in that behalf, the Food Controller hereby orders that except under the authority of the Food Controller the following regulations shall be observed by all persons concerned:—

## PART I.—(DEFINITIONS.)

1. *Definition.*—In this Order and in all authorities, vouchers, forms of application, directions and other documents issued or deemed to be issued under this Order the following words and expressions shall bear the following meanings, viz.:—

"Food Control Committee" shall mean in respect of any area the Committee constituted for such area in pursuance of the Food Control Committees (Constitution) Order, 1917.

"Wholesaler" shall mean a wholesale dealer in sugar or person obtaining sugar for the purpose of selling the same by wholesale or a person deemed under this Order to be a wholesale dealer in sugar and "Wholesale business" shall have a corresponding meaning.

"Retailer" or "Registered Retailer" shall mean a person registered as a retailer of sugar under the Sugar (Registration of Retailers) Order, 1917, and "Retail Business" shall bear a corresponding meaning.

"Catering Business" shall mean the business or undertaking of an inn, public house, hotel, restaurant, railway buffet, coffee stall, or other place of refreshment open to the public, or of any club, boarding house (other than a boarding house in which the number of bedrooms let and available for letting does not exceed 10), refreshment contractor or canteen, and "Caterers" shall bear a corresponding meaning.

A "Manufacturing Business" shall mean any other business in the course of which sugar is used otherwise than in catering for the persons engaged therein, including among other businesses the business of a pastry cook or confectioner or baker and confectioner, and "manufacturer" shall bear a corresponding meaning.

"Institution" shall include:—

(a) Public or private hospitals, sanatoria, convalescent or nursing homes, workhouses, infirmaries, asylums, corporations, or companies not established for the purpose of trading or profit, religious or charitable communities, residential schools and colleges, and non-residential schools and colleges at which meals other than teas are provided for the pupils or teachers, and residential hostels of all kinds.

(b) Boarding Houses which are not catering businesses as herein defined, and the catering or kitchen Departments of businesses where meals other than teas are provided for the staffs of the business or their guests but not for other members of the public, and other like establishments, and establishments of public utility not carried on primarily for profit and requiring sugar for any of their purposes—

Provided that in any case a Food Control Committee may decide that an Institution within the area of such Committee be treated as private consumers, and so long as any such decision remains in force the institution shall be exempted from the restrictions hereinafter contained in relation to Institutions.

2. *Food Control Committee to decide cases of doubt.*—Upon any application to a Food Control Committee for an authority to procure sugar the Committee shall have power conclusively to determine in all cases of doubt whether or not the application is made on behalf of an Institution or for the purposes of a catering or manufacturing business, and every such determination shall be conclusive for all purposes unless and until it shall have been varied by the Food Control Committee or the Food Controller.

## PART II.—(BUSINESSES AND INSTITUTIONS.)

3. *Authorities and vouchers for the purchase of Sugar.*—A person shall not purchase or take delivery of any sugar after the 4th November, 1917, for the purposes of any catering or manufacturing business, or after the 30th December, 1917, for the purposes of any wholesale or retail business or Institution, except under and to the extent specified in an authority issued by a Food Control Committee or by the Food Controller pursuant to this Order authorizing him to take delivery of the sugar for that purpose, and a person having the disposal of sugar shall not after the same respective dates knowingly deliver sugar for any of the purposes aforesaid except against a voucher issued by a Food Control Committee or the Food Controller pursuant to this Order authorizing such delivery.

4. *By whom vouchers are to be issued.*—(a) *Wholesalers.*—Authorities and vouchers for the delivery of sugar for the purposes of a wholesaler's business may be issued by the Food Control Committee for any area in which he has an office for transacting such business, and if he has two or more such offices in different areas the Committee for any one of such areas may issue authorities and vouchers covering the whole of his business or the Committees for different areas may issue authorities and vouchers covering different parts thereof.

(b) *Retailers.*—Authorities and vouchers for the delivery of sugar for the purposes of a retailer's business may be issued by the Food Control Committee for the area in which the retailer is registered in respect of such business.

(c) *Manufacturers.*—Authorities and vouchers for the delivery of sugar for the purposes of a manufacturing business may be issued by the Food Control Committee for the area in which the manufacture is carried on, but a manufacturer who manufactures for sale by wholesale may if he so desires apply to the Food Controller for authorities and vouchers in relation to his business and the Food Controller may if he so thinks proper issue authorities and vouchers accordingly.

(d) *Caterers or Institutions.*—Authorities and vouchers for the delivery of sugar for the purposes of a catering business or an Institution may be issued by the Food Control Committee for the area in which the catering business or Institution is situated or carried on.

(e) *Authorities and Vouchers.*—Authorities and vouchers for the delivery of sugar for any purpose may be issued by the Food Controller in any case in which he thinks proper so to do.

5. *Forms of Application.*—Every applicant for authorities and vouchers under this Order shall furnish to the proper Food Control Committee or—in the cases provided for in Clause 4 (c)—to the Food Controller, upon such form as may be from time to time prescribed for the purpose by or on behalf of the Food Controller, a true statement of the particulars required for completing such form.

5. *Forms of Application.*—Every applicant for authorities and Authorities and vouchers shall be issued in such manner and in respect of such quantities of sugar and periods of time and subject to such conditions as may from time to time be prescribed or directed whether generally or in particular cases by the Food Controller, and any person requiring the issue of any authority or voucher shall apply to the Food Control Committee authorized to issue the same or to the Food Controller, as the case may be, within such time as may be prescribed by the Food Controller.

7. *Sugar to be used for purpose for which obtained.*—A person shall not (except as expressly provided by Clause 13) use any sugar obtained by virtue of an authority issued pursuant to this Order except for the purposes of the business or institution in respect of which the authority has been issued, and shall until the sugar is so used cause the same to be stored in the place in which the sugar supplies of such business or Institution are usually stored, or in such other place as the Food Control Committee or the Food Controller may direct or authorize, and permit the same to be inspected upon lawful demand.

8. *Dealer to act under directions of the Food Controller.*—A wholesaler or retailer shall in the disposition of sugar obtained by him for the purpose of his wholesale or retail business by virtue of an authority issued pursuant to this Order observe any directions whether general or special that may from time to time be given to him by or under the authority of the Food Controller.

9. *Dealers' Accounts and records.*—Every wholesaler shall keep accurate and punctual accounts and records showing the disposition of all sugar dealt with or used by him in the course of his business and shall produce all such accounts and all relevant vouchers and documents on lawful demand, and every retailer shall keep all such accounts in relation to the sugar disposed of by him as the Food Controller may from time to time prescribe.

10. *Preservation and deposit of vouchers.*—A wholesaler or retailer shall preserve all vouchers received by him for the delivery by him of sugar and upon making any application to a Food Control Committee for authority to take delivery of sugar, he shall produce such vouchers and deal therewith as any Food Control Committee may direct, and so long as any such vouchers are retained by him he shall produce the same on lawful demand.

11. *Revocation of authorities and vouchers.*—Any authority or voucher issued pursuant to this Order may at any time be revoked by the Food Control Committee by whom it was issued or by the Food Controller.

12. *Form of authorities and vouchers.*—All authorities and vouchers for the purpose of this Order shall be in such form and shall contain such particulars as the Food Controller may from time to time direct, and all persons acting upon any such authority or voucher shall duly comply with the terms thereof.

13. *Use of sugar by manufacturers and others for household purposes.*—Notwithstanding clause 7 of this Order a caterer, pastry cook, baker, or other like manufacturer who provides for his household wholly or partly out of the food supplies used or manufactured in his business may (unless the Food Control Committee otherwise directs) use for the consumption of his household sugar or the products of his manufacture containing sugar obtained for the purpose of his business.

14. *Brewer's sugar and syrup.*—(a) Where an authority is issued under this Order for the purpose of any manufacture in respect of sugar other than brewer's sugar, any brewer's sugar supplied thereunder or under any corresponding voucher shall be reckoned at the amount of brewer's sugar so supplied less 20 per cent. For the purpose of this Clause brewer's sugar means sugar which when tested by the polariscope indicates a polarisation not exceeding 89 degrees but does not include West India Grocery Crystallised Sugar, or British West India Muscovado Sugar, or British West India Grocery Syrup Sugar.

(b) The preparation of sugar syrup whether pure or flavoured shall for the purposes of this Order be deemed to be a manufacture and the syrup as manufactured, shall be deemed to be sugar equivalent to the quantity of sugar contained therein, but nothing in this Order contained shall prevent a pharmaceutical chemist or chemist and druggist from obtaining syrup (whether flavoured or unflavoured) for the purpose only of compounding medicines: Provided that no person shall use any syrup obtained for that purpose for any other purpose whatsoever.

(To be continued.)



## Societies.

### Belgian Lawyers Relief Fund.

Amount previously notified	£943 10 6
The following further donation is gratefully acknowledged:—	
The Bath Law Society, per E. Newton Fuller, Esq.	1 2 0
(second donation)	
	£944 12 6

Owing to the heavy calls which are continuously made upon the Fund, further help is *most urgently* needed. Donations may be sent to "The Belgian Lawyers' Aid Committee," General-buildings, Aldwyck.

### The Union Society of London.

The society met at the Middle Temple Common Room on Wednesday, 24th October, 1917. The subject for debate was: "That the present Coalition Government is no improvement on its predecessor." Opener, Mr. H. Stranger; opposer, Mr. A. C. Elmore. The motion was lost.

The Society met at the Middle Temple Common Room on Wednesday, 31st October, at 8 p.m. The subject for debate was "That this House approves of General Smuts's views on the reconstitution of the Empire." Opener Mr. W. R. Willson, opposer Mr. H. Coram. The motion was carried.

## Trivial Actions in War Time.

The case of *Graham v. Carter*, before Younger, J., on 26th October, says the *Times*, was an action brought by the trustees of an estate at Windlesham against the owner of adjoining property to restrain an alleged trespass and for damages. The facts are of no public interest, but in dismissing the action Mr. Justice Younger said:—

"It is impossible to exaggerate the trumpery character of the dispute between the parties. It is an abuse of words to describe it in the serious terms which, adopting the language of the pleadings, I have hitherto employed with regard to it. The whole value of the whole strip in question cannot exceed the cost of one hour of the trial, and yet the case has monopolized the time of the Court for the greater part of four days, has kept at the service of the parties for that period the whole paraphernalia of justice, as administered in this place; has absorbed the attention of four distinguished counsel and two eminent firms of solicitors; and has enlisted the usual complement of skilled witnesses and ancient inhabitants."

After stating certain circumstances, his Lordship continued:—  
"I do not hesitate to say, and holding the view strongly, I consider it my public duty to express it, that such a litigation in the High Court, continued with such an expenditure of national time and professional skill, at such a period of national crisis and with such an object, is a scandal. Even during profound peace it would have been an extravagance difficult to justify; in time of war it becomes an outrage impossible to excuse. I notice that the supposed duty of the plaintiffs, as trustees, to protect the property in their charge is suggested as a justification for their action. It is well to clear our minds of cant on such a matter. That the plaintiffs are trustees for others is, in my judgment, an aggravation of the complaint against them. It is bad enough, in time of war, to absorb national energy in such a venture at your own

expense. It is infinitely worse to embark in it the money and the property of others, who are thereby involved in the odium of the proceedings without having any voice in their institution or continuance."

Mr. H. Terrell, K.C., and Mr. E. G. Palmer appeared for the plaintiffs; Mr. C. J. Mathew, K.C., and Mr. Walter Banks for the defendant.

Solicitors—Messrs Herbert Smith, Goss, King and Gregory; Messrs. Crawley and Co.

## Obituary.

*Qui ante diem perlit,  
Sed miles, sed pro patria.*

### Major Ralph C. Batley.

Major RALPH CECIL BATLEY, T.D., late Dorset Yeomanry, who died on 23rd October, was the younger son of the late John and Mrs. Batley, of Seaborough Court, Crewkerne. He was educated at Westminster and was an LL.B. and B.A. of Trinity College, Cambridge. He was called to the Bar in 1882, but was admitted a solicitor in 1887. He served through the Matabele War with the Salisbury Horse in 1893, and with the Rhodesian Horse in the Rising, 1895 to 1897. In the South African War he served with the Dorset Yeomanry and was wounded in the battle of Diamond Hill, being afterwards appointed to the Staff of the Military Governor-General, Sir John Maxwell, as Civil Commissioner for Pretoria and District. He was mentioned in Lord Roberts' dispatch of 4th September, 1901. He wore the Territorial Decoration, the Matabele medal, and Queen's medal with five clasps. When the Dorset Yeomanry went to Gallipoli he was found medically unfit for foreign service and given command of the 3rd Line Dorset Yeomanry, but was obliged to resign his commission last January on account of ill-health. He married in 1904 Mabel Terry Lewis.

### Captain Francis W. Ward.

Captain FRANCIS WELSFORD WARD, Gloucestershire Regiment, who was killed on 9th October, was the only son of Mr. and Mrs. W. W. Ward, of Bosloe, near Falmouth. Born in 1887 at Clifton, he was educated at Eton and Balliol College, Oxford, where he graduated with honours in Classics, having obtained a second class in Moderations and a second class in "Greats." He was articled in the office of Messrs. Osborne, Ward, Vassall & Co., of Bristol, and when war broke out had qualified as a solicitor and was looking forward to being admitted shortly as a junior partner. He was spending his holidays in Cornwall when war was declared, and on 4th August, 1914, returned to Bristol and reported at the headquarters of the City of Bristol Regiment. Shortly afterwards he was given a commission, and in the spring of 1915 went to France, but returned to England invalided in the summer of that year. He was appointed military representative to the appeal tribunal for the county of Hampshire and the Isle of Wight, and discharged the duties of that office, to quote the words of the chairman, Sir Godfrey Baring, M.P., "with courtesy, efficiency, zeal and conspicuous success." Last spring he rejoined his regiment, was made a captain as from June, 1916, and last July, on his own application, again went to the front on active service. He leaves a widow, the daughter of Mr. H. B. Napier, of Long Ashton, Bristol, and one daughter.

# THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C. 2.

ESTABLISHED IN 1890.

## LICENSES INSURANCE.

SPECIALISTS IN ALL LICENSING MATTERS.

Upwards of 1,000 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation. Suitable Clauses for insertion in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

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The Corporation also insures risks in connection with FIRE, CONSEQUENTIAL LOSS, BURGLARY, WORKMEN'S COMPENSATION, FIDELITY GUARANTEE, THIRD PARTY, &c., under a perfected Profit-sharing system.

APPLY FOR PROSPECTUS.

X

X

### Lieut. Cyril S. Beachcroft.

Lieutenant CYRIL SHAKESPEAR BEACHCROFT, Household Battalion, who fell on 12th October, aged thirty-two, was the second son of the Rev. C. S. Beachcroft, vicar of Morden, Dorset. He was educated at Charterhouse, where he was in Saunderson's, then Dr. Rendall's house. In 1903 he was articled to his uncle, Sir Melvill Beachcroft, senior partner in the firm of Beachcroft, Thompson, Hay and Ledward, of 9, Theobald's road, W.C., and became a partner in the firm in 1912. He was for some years in the Inns of Court, and immediately on the outbreak of war he rejoined. After a period of training in the O.T.C. he obtained a commission in the Queen's Own Dorset Yeomanry, in which he attained the rank of captain and adjutant. At his own urgent request, however, he was transferred to the Household Battalion, reverting to the rank of lieutenant. He went to the front on 29th August, and fell in action on 12th October. The colonel writes:—"Though he had not been with us a long time he was one of the best soldiers we had, and the friend of every one. He was a splendid example to others, and I never had a better officer. He simply loved his men, and they were devoted to him." The adjutant writes:—"We all feel that we have lost a man who can never, never be replaced. He was very dear to us all, officers and men alike, and at the same time one of the finest soldiers we have ever had. Quite fearless and always cheerful and happy, he was an example of all one loves most in a man." Lieutenant Beachcroft was a Freemason, being a member of the Carthusian Lodge. He married, in 1912, Edith Vivien, daughter of Mr. T. R. Hughes, K.C., and leaves two daughters. His cousin and partner, Captain Richard Vaughan Thompson, fell in France in September, 1916.

## Legal News.

### Changes in Partnerships.

The amalgamation of the practice of Messrs. RYLEY, ALCOCK & ANDERSON, Solicitors, 43, Castle-street, Liverpool, with that carried on by Messrs. J. F. HARRISON and BURTON having been dissolved as from the 30th June, 1917, their business (including the business of Messrs. Jevons and Ryley) will henceforth be carried on under their former style or firm of Ryley, Alcock and Anderson, at the same address.

### Dissolution.

BERNARD JOHN AIRY and WILLIAM GEORGE WINGATE MORRIS, solicitors (Beamish, Hanson, Airy & Co.), 60, Lincoln's Inn-fields, 29th September. The said business will henceforth be carried on at the same address by the said Bernard John Airy under the same style. *Gazette*, Oct. 26.

### General.

The *Times* understands that Lord Sumner's Committee—appointed to consider and advise on the practicability of State purchase of the liquor interest—have concluded their report. The Committee have reported that, in their opinion, a scheme of purchase is financially practicable. They have also suggested various formulae which might be adopted in assessing the capital value of the interests involved.

In the House of Commons on Tuesday the Chancellor of the Exchequer, answering inquiries by Colonel Sir J. Norton Griffiths and Mr. Peto as to the carrying out of the resolutions of the Economic Conference of the Allies, said:—"Much has been and is being done in connection with this subject. A good deal of it, and in particular our communications with our Allies in regard to it, could not be made public; but I am having a statement prepared, and as soon as it is ready I shall consider what is the best way of communicating it to the House."

In the House of Commons on Monday Mr. Balfour, asked by Mr. Snowden whether his attention had been called to the statement of the French Premier that the United States had made a declaration that they would stand by France until France had disannexed Alsace-Lorraine, said:—"I have read M. Painlevé's statement as reported in the *French Journal Officiel*. I have no information beyond that. Mr. Snowden: Has the right hon. gentleman any information that the United States take the same view? Mr. Balfour: I have no information upon that subject."

In the House of Commons on Monday Sir A. Stanley, replying to Mr. Fell, said:—"The vast majority of air-raid insurance claims under the Government insurance scheme are paid when the assessor's report is received at the Government Office without further question. In a small percentage of cases it has been necessary to instruct a second assessor to inspect the damage and advise the Government either because the first assessor has considered the amount of the claim excessive and has been unable to come to an agreement with the insured, or because the War Risks Office were not satisfied that the first assessor had given sufficient attention to the question of damage not due to the risks covered by the Government policy or because of some technical insurance difficulty. It is open to claimants who are dissatisfied with the amounts offered to them to make further representations to the War Risks Com-

mittee, and such representations are always carefully considered. If a settlement cannot be arrived at in this way, it is still open to the claimant to proceed by petition of right."

In the House of Commons on Tuesday Lord R. Cecil, replying to an inquiry by Mr. Trevelyan whether full information could be given as to the offer of the German Government conveyed to M. Briand, whether the proposals contained an offer to restore Belgium and cede Alsace-Lorraine, and what other conditions made the proposals unacceptable, said:—"I have no reason to suppose that any offer of the type suggested was made; but I must point out that this is primarily a matter for the French Government, and it would not be very desirable for me to make any public statement on the subject unless they had done so."

In the House of Commons on Tuesday the Chancellor of the Exchequer, asked by Sir W. Collins whether, in view of the conflicting and varied interests involved and the number of Government Departments concerned, he would consider the advisability of setting up some form of inquiry, by Royal Commission or otherwise, into the desirability and practicability of instituting a Ministry of Health, said:—"There is reason to hope that substantial agreement will shortly be reached amongst those directly concerned, and as the subject has already been very carefully investigated and reported on by the Reconstruction Committee and by a Committee of Ministers, the Government do not consider that the appointment of a Royal Commission is necessary."

In the House of Commons on Monday the Chancellor of the Exchequer, replying to questions put by Mr. King and Mr. Dillon as to the control of the propaganda policy of the Government, said Sir Edward Carson had been asked as a member of the War Cabinet to undertake the general supervision for the Cabinet of the matters referred to in those questions. Mr. Dillon asked if more accurate and specific information could not be given as to Sir E. Carson's powers of control. The Chancellor of the Exchequer said his right hon. friend's duty was to supervise on behalf of the Government the work of propaganda of the various Departments, to see that they co-ordinated, and to prevent overlapping. Sir E. Carson had no control over the Press Bureau.

A judgment of great importance to workers generally was delivered by Judge Graham, K.C., at Bow County Court recently, says the *Daily News*. The point was whether a man injured while at work during an air raid was entitled to an award under the Workmen's Compensation Act. The applicant was Henry Charles Alcock, a potman, who was blown off a ladder while engaged in cleaning brass-work outside an East London tavern. It was argued for the defendant that the risk which Alcock ran was common to everyone in the district, and had no connection with his work. The judge held that this was not so. The case differed from that of injury by lightning. In the latter case human beings were exposed to the same risk at all times and at all places, whether employed or not. In the present case a large number of people were running the same risks as that which led to the accident, but they were exposed to those risks because they happened to be in a particular place by their employers' order. He awarded the applicant £8 5s., which was the amount agreed upon if liability was proved. Leave to appeal was granted.

## Court Papers.

### Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON						
Date.	EMERGENCY ROTA.		APPEAL COURT No. 1.		Mr. Justice NEVILLE.	Mr. Justice EWE.
Monday Nov. 5	Mr. Borrer		Mr. Bloxam		Mr. Syngé	Mr. Farmer
Tuesday ... 6	Goldschmidt		Borrer		Bloxam	Jolly
Wednesday ... 7	Leach		Goldschmidt		Borrer	Syngé
Thursday ... 8	Church		Leach		Goldschmidt	Bloxam
Friday ... 9	Farmer		Church		Leach	Borrer
Saturday ... 10	Jolly		Farmer		Church	Goldschmidt
Date.	Mr. Justice SARGANT.		Mr. Justice ASTBURY.		Mr. Justice YOUNGER.	
Monday Nov. 5	Mr. Jolly		Mr. Church		Mr. Leach	Mr. Goldschmidt
Tuesday ... 6	Syngé		Farmer		Church	Leach
Wednesday ... 7	Bloxam		Jolly		Farmer	Church
Thursday ... 8	Borrer		Syngé		Jolly	Farmer
Friday ... 9	Goldschmidt		Bloxam		Syngé	Jolly
Saturday ... 10	Leach		Borrer		Bloxam	Syngé

## Winding-up Notices.

### JOINT STOCK COMPANIES

#### LIMITED IN CHANCERY.

*London Gazette*.—FRIDAY, Oct. 19.

ELGHE WATERWORKS CO. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Nov. 23, to send in their names and addresses, and particulars of their debts or claims, to George Hammond Fookes, 21, Great St. Helena, Liquidator.

GRANTHAM & HOLT, LTD.—Creditors are required, on or before Dec. 7, to send in their names and addresses, with particulars of their debts or claims, to Harrop Marshall, 18, Union rd, Underbank, Stockport, Liquidator.

J. & M. IRECKI, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Nov. 30, to send their names and addresses, and the particulars of their debts or claims, to M. Irbicki, 15 to 17, Great Portland st, Liquidator.



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